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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. November 1, 2016

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on October 25, 2016

AWARDS AND PROCLAMATIONS

- Proclamations:
Extra Mile Day
National Apprenticeship Week

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Shirley Starr - Government subsidized housing - painting over mold and refusal to fix things.

II. CONSENT AGENDA ITEMS 1 THROUGH 26

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

*****WORKSHOP TO FOLLOW*****

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing Considering an Amendment to the K-96 Greenwich STAR Bond District Boundaries. (District II)

RECOMMENDED ACTION: Conduct the public hearing, close the public hearing and place on first reading the ordinance amending the District boundaries.

2. Resolution Calling a Public Hearing on an Amendment to the East Bank Redevelopment District Boundaries and a Change to the District Plan. (Districts I, IV and VI)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing for consideration of an amendment to the East Bank Redevelopment District Boundaries and a Change to the District Plan.

3. Authorization of the Second Five-Year Tax Exemption, Leading Technology Composites. (District IV)

RECOMMENDED ACTION: Approve the second five-year 100% ad valorem tax exemption for Leading Technology Composites.

4. Adoption of the 2015 Uniform Plumbing Code.

RECOMMENDED ACTION: Place on first reading the ordinance amending Article 3 of the Unified Building and Trade Code (UBTC) with the adoption of the 2015 Edition of the Plumbing Code and authorize the necessary signatures.

5. Cargill Waterline Relocation Agreement. (Districts I and VI)

RECOMMENDED ACTION: Approve the agreement and budget, adopt the resolution and authorize the necessary signatures.

6. Design Concept for Improvements to Tyler Road between Maple and Central. (District V)

RECOMMENDED ACTION: Approve the design concept, Supplemental Agreement No. 1 and revised budget, and adopt the amending resolution, and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Andra Martin Housing Member is also seated with the City Council.

Andra Martin Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Council Member Bryan Frye to attend the Mayors Conference on Entrepreneurship, November 30 to December 3, 2016, St. Petersburg, Florida.

RECOMMENDED ACTION: Approve the travel expenses.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 26)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated October 31, 2016.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2016</u>	<u>(Consumption on Premises)</u>
Ryan Wenrich	Dickey's Barbecue Pit #967**	2244 N Greenwich Rd #100
Jose L. Gandara Fraire	Cevicheria Y Botanas La Isla LLC**	784 N. West St.
Thomas Limon	Tortas Locas Inc**	1508 W. 21st St. N.
Gustavo Hernandez	Los Pinos Restaurant**	1225 W. Douglas

** General/Restaurant (need 50% or more gross revenue from sale of food)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept the documents.

5. Consideration of Street Closures/Uses:

- a. Community Events – Wichita Symphony Orchestra's Young People's Concerts Bus Parking. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Three-Party Supplemental Agreement No. 1 for East Kellogg Improvements. (District II)
b. Agreement for Improvements to 37th Street North from Oliver to Woodlawn. (District I)
c. Supplemental Agreement No. 2 for 2015 Biennial Bridge Inspections.

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

7. Design Services Agreements:

- a. Supplemental Design Agreement No. 2 for Improvements to Douglas Bridge at Linden. (District II)

RECOMMENDED ACTION: Approve agreements/contracts and authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions:

Board of Electrical Appeals, September 13, 2016

RECOMMENDED ACTION: Receive and file.

9. Abatement of Dangerous and Unsafe Structures. (Districts I, III and IV)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

10. Approval of Offers for the 127th Street East – 13th Street North to 21st Street North Central Improvement Project. (District II)

RECOMMENDED ACTION: Approve the offers and authorize the necessary signatures.

11. Funding for Douglas Avenue Bus Facility Improvements. (Districts I and VI)

RECOMMENDED ACTION: Approve the budget, adopt the resolution, and authorize the necessary signatures.

12. National Sexual Assault Kit Initiative (SAKI) Grant.

RECOMMENDED ACTION: Approve Kansas Bureau of Investigation MOU and Agreement.

13. Release of Easement at 656 South West Street. (District IV)

RECOMMENDED ACTION: Approve the release of easement and authorize all necessary signatures.

14. Sale of Lot 4, Block A, Auburn Hills 13th Addition. (District IV)

RECOMMENDED ACTION: Approve the contract and authorize all necessary signatures.

15. Sale of Lot 5, Block A, Auburn Hills 13th Addition. (District IV)

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

16. 2015 and 2016 Playground Rehabilitation and Development.

RECOMMENDED ACTION: Adopt the bonding resolution and authorize initiation of the project.

17. 2016 Athletic Court Funding. (Districts I and II)

RECOMMENDED ACTION: Adopt the bonding resolution and authorize initiation of the project.

18. 2017 Collection Mains Replacement and Distribution Mains Replacement.

RECOMMENDED ACTION: Approve the projects and budgets, adopt the resolutions, and authorized the necessary signatures.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

19. *SUB2016-00025 -- Plat of Clear Ridge Townhomes Addition Located on the South Side of East Pawnee Road, West of South 143rd Street East. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

20. *VAC2016-00005 - Request to Vacate a Portion of Platted Access Control on Property Generally Located on the West Side of North Webb Road Between East 34th and 35th Streets North. (District II)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

21. *VAC2016-00025 - Request to Vacate Portions of Platted Setbacks, Platted Utility Easements and the Platter's Text on Property Generally Located South of East 21st Street North on the East Side of North Rock Road. (District II)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

22. *VAC2016-00035 - Request to Vacate a Portion of a Platted Utility Easement on Property Generally Located Midway Between East 31st Street South and Interstate Highway I-35, on the Northeast Corner of South Kansas Highway K-15 and East Crystal Street. (District III)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

23. *VAC2016-00036 - Request to Vacate the Platter's Text to Amend the Uses Allowed in a Platted Reserve on Property Generally Located on the Northwest Side of East 24th Street North and North Rock Road. (District II)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

24. *A16-04: Greenwich Investments LLC and 37th and Greenwich LLC Request the Annexation of Lands Generally Located South of East 37th Street North and East of North Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

25. *A16-05: 31st South Rock Investments LLC Requests the Island Annexation of Lands Generally Located South of East 31st Street South and East of South Rock Road. (District II)

RECOMMENDED ACTION: Adopt the resolution initiating the island annexation process and instruct the City Clerk to file a certified copy of the resolution with the Board of County Commissioners of Sedgwick County.

26. *A16-06: Stephen G. and Sally E. Miller request the Annexation of Lands Generally Located South of East Pawnee Road, Approximately One-Half Mile East of South 127th Street East. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Andra Martin, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Public Hearing Considering an Amendment to the K-96 Greenwich STAR Bond District Boundaries (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On February 14, 2012, the City Council held a public hearing regarding the establishment of the K-96 Greenwich STAR Bond District (District). On March 6, 2012, following receipt of approval of the State Secretary of Commerce, the City Council passed an ordinance creating the District. On February 11, 2014, the City Council passed an ordinance to expand the boundaries of the District to include 27th Street to the north.

The City has an opportunity to construct improvements to the Stryker Soccer Complex and the adjacent and previously designed Northeast Sports Complex to create a regional, multi-sport, youth athletic complex. It is necessary to amend the boundaries of the District to include the property on which the Stryker and Northeast Sports Complexes (Complex) are located to permit the use of STAR bonds to finance the improvements.

On September 27, 2016, the City Council adopted a resolution stating its intent to consider an amendment to the District boundaries at a November 1, 2016 public hearing. Copies of the resolution were mailed, by certified mail, to all owners and occupants of the property in the district, and to the board of Sedgwick County Commissioners, the U.S.D. 265 Board of Education and the U.S.D. 375 Board of Education, according to State law.

Analysis: The success of the adjacent indoor, multi-sport athletic facility, the Wichita Sports Forum, within the District has created and demonstrated the demand for additional multi-sport facilities in the region. The City owns the Complex, which is located directly northwest of the existing District boundaries. Proposed improvements to the Complex will improve existing multi-sports fields and will also construct a number of new baseball/softball fields to allow year-round use and create the opportunity to host regional and national sports tournaments at the Complex.

The K-96 STAR bond project has been successful in generating sales tax revenue to repay the outstanding bonds ahead of schedule. The additional revenue created by the existing and future retailers will generate sufficient sales tax to finance the improvements necessary to enhance the Complex as a regional multi-sport athletic facility.

Expansion of the District is the first step in the process of enhancing the Complex. The City will also be required to amend the K-96 STAR Bond Project Plan to include the Complex. Amendment of the project plan will provide the City the authority to issue additional STAR Bonds to finance the expansion, if approved by the Kansas Secretary of Commerce.

Financial Considerations: The costs associated with amending the STAR bond district will be paid

from the Economic Development Fund and reimbursed with STAR bond proceeds.

Legal Considerations: The attached ordinance amending the boundaries of the District has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council conduct the public hearing, close the public hearing and place on first reading the ordinance amending the District boundaries.

Attachments: Amending Ordinance

ORDINANCE NO. 50-347

AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 49-208 OF THE CITY OF WICHITA, KANSAS, THAT ESTABLISHED THE K-96 GREENWICH STAR BOND PROJECT DISTRICT.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

WHEREAS, by Ordinance No. 49-208, passed March 6, 2012, and published on March 9, 2012, the City Council of the City (the “Governing Body”), established a STAR bond district pursuant to K.S.A. 12-17,160 *et seq.*, as amended (the “Act”), known as the K-96 Greenwich STAR Bond Project District (the “District”); and

WHEREAS, *Exhibit A* to Ordinance No. 49-208 contained the legal description of property within the District; and

WHEREAS, by Ordinance No. 49-674, passed March 25, 2014, and a summary thereof was published on March 28, 2014, the Governing Body, amended Ordinance No. 49-208 and *Exhibit A* thereto to expand the boundaries of the District to include the public right-of-way for 27th Street North, which was unintentionally omitted from Ordinance No. 49-208; and

WHEREAS, *Exhibit A* to Ordinance No. 49-674 contained the legal description of property within the District, as expanded; and

WHEREAS, after complying with procedural requirements of the Act, by Ordinance No. 49-438 passed February 5, 2013 and published February 22, 2013, the Governing Body made certain findings required by the Act and adopted the Phase I STAR Bond Project Plan (the “Project Plan”) for development of the District; and

WHEREAS, *Exhibit E* to the Project Plan contained the legal description of property within the District; and

WHEREAS, by Ordinance No. 49-572, passed September 10, 2013, and published on September 13, 2013, the Governing Body approved, in connection with the development of the District and the implementation of the Project Plan, the execution of a Development Agreement, dated September 13, 2013, among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc. (the “Development Agreement”), as amended by a First Amendment of Development Agreement, between the same parties, dated as of November 22, 2013 (the “First Development Agreement Amendment”), as further amended by a Second Amendment of Development Agreement, between the same parties, dated as of August 19, 2014 (the “Second Development Agreement Amendment”); and

WHEREAS, a copy of the Development Agreement was recorded with the Sedgwick County, Kansas, Register of Deeds on December 16, 2013 and appears at DOC#/FLM-PG 29424599; and

WHEREAS, a copy of the First Development Agreement Amendment was recorded with the Sedgwick County, Kansas, Register of Deeds on December 16, 2013 and appears at DOC#/FLM-PG 29424600; and

WHEREAS, a copy of Ordinance No. 49-208 was attached as *Exhibit A* to the Development Agreement; and

WHEREAS, the Governing Body desires to include additional area to the District as described in *Exhibit A* hereto (the “Additional Property”), such property not being a part of any other STAR bond project district; and

WHEREAS, pursuant to the Act, the Secretary of the Kansas Department of Commerce (the “Secretary”) has consented to amending the boundaries of the District to include the Additional Property; and

WHEREAS, the Governing Body, by Resolution No. 16-388, adopted September 27, 2016, set a public hearing to consider amending the boundaries of the District to include the Additional Property; and

WHEREAS, Resolution No. 16-388 was published on October 19, 2016, and a copy thereof was mailed on September 29, 2016, to the entities and persons required by the Act, and

WHEREAS, on November 1, 2016, after complying with procedural requirements of the Act, a public hearing was opened, public comment was received by the Governing Body and the public hearing was closed; and

WHEREAS, the Governing Body is authorized by the Constitution of the State of Kansas (particularly Article 12, Section 5) and the Act to pass an ordinance further amending Ordinance No. 49-208 to expand the boundaries of the District to add the Additional Property.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Ordinance Amendment. *Exhibit A* to Ordinance Nos. 49-208 and 49-674 are hereby amended to read as set forth on *SCHEDULE I* attached hereto.

Section 2. Ratification. The rest and remainder of Ordinance No. 49-208, as amended by Ordinance No. 49-674 is hereby ratified and confirmed.

Section 3. Recording. A certified copy of this Ordinance shall be recorded with the Sedgwick County, Kansas, Register of Deeds.

Section 4. Conforming Amendments. The legal description of the District contained as exhibits to various documents related to the District are hereby modified to conform to the amendment authorized in **Section 1** hereof, such documents including but not limited to the following:

- Project Plan – *Exhibit E*;
- Development Agreement – *Exhibit A*;
- First Development Agreement Amendment – *Exhibit A*;
- Trust Indenture between the City and Security Bank of Kansas City, as Trustee, dated as of December 1, 2013 – *Exhibit D*; and

- Tax Distribution Agreement between the City and the Kansas State Treasurer, dated as of December 1, 2013 – *Exhibit A*.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication of a summary thereof, one time in the official City newspaper.

Section 6. Notification. The City Clerk shall cause to be transmitted copies of this Ordinance to the Sedgwick County Board of County Commissioners, Clerk, Treasurer and Appraiser, to the Board of Education of Unified School District Nos. 259 (Wichita) and 375 (Circle), and to the Secretary.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by not less than a majority of the City Council of the City of Wichita, Kansas, on November 8, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 50-347 (the “Ordinance”) of the City of Wichita, Kansas (the “City”); that said Ordinance was passed by the City Council on November 8, 2016, that the record of the final vote on its passage is found on page ____ of journal ____; that a summary thereof was published in the official newspaper of the City on November 11, 2016; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: November 11, 2016, 2016.

Karen Sublett, City Clerk

SCHEDULE I

EXHIBIT "A"

**K-96 GREENWICH STAR BOND PROJECT DISTRICT
LEGAL DESCRIPTION**

(Revised to include additional property)

A tract of land situated in the West One-half of Section 3, the East One-half of Section 4 and the Northwest Quarter of Section 10, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian in, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Note: The basis of the bearings in this description is N 89° 16' 46" E being the South line of the Southwest Quarter of said Section 3, and as shown Cross Pointe 2ND an addition to Wichita, Sedgwick County Kansas.

Beginning at the Southeast corner of said Section 4, said corner being common with the Southwest corner of said Section 3 and the Northwest corner of said Section 10 and at the intersection of the centerlines for 21st Street North and Greenwich Road;

Thence South 89° 01' 03" West 1550.01 feet, on the south line of the Southeast Quarter of said Section 4 and generally West on the centerline of 21st Street North to a point 60.0 feet south of the southwest corner of Lot 12, Block 1, Regency Lakes Commercial 2ND Addition, an addition to Wichita, Sedgwick County, Kansas;

Thence North 00° 42' 44" West 2645.22 feet on the extended west line of said Regency Lakes Commercial 2ND Addition to a point on the north line of the Southeast Quarter of said Section 4, said point being the south line of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas, and said point being coincident with the North right of way line of Highway K-96;

Thence North 89° 02' 53" East 381.86 feet, along the north line of said Southeast Quarter, and along said south line of Regency Park Addition, and said the north right of way line of Highway K-96;

Thence North 54° 11' 18" East 614.48 feet continuing along said south line of Regency Park Addition and said north right of way line of Highway K-96;

Thence North 74° 45' 12" East 316.18 feet continuing along said south line of Regency Park Addition and said north right of way line of Highway K-96;

Thence South 89° 59' 33" East 360.23 feet continuing on said south line of Regency Park Addition and said north right of way line of Highway K-96 extended to a point on the East line of the Northeast Quarter of Section 4, said line being common with the West line of the Northwest Quarter of said Section 3 and the centerline of Greenwich Road;

Thence North 00° 32' 29" West 2257.64 feet on said common line and said centerline of Greenwich Road to the northwest corner of said Northwest Quarter of Section 3;

Thence North 89°16'14" East 1030.00 feet on the north line of said Northwest Quarter of Section 3, to a point 60.00 feet north of the northwest corner of Block A, Stoney Pointe Addition, Wichita, Sedgwick County, Kansas;

Thence South 00°32'29" East 1023.95 feet along the extended west line of said Stoney Pointe Addition to the southwest corner of Reserve D, said Stoney Pointe Addition;

Thence North 89°14'32" East 250.00 feet on the south line of said Reserve D to a point being 50.00 feet south of the northwest corner of Lot 2, Block A, said Stoney Pointe Addition;

Thence South 00°32'29" East 262.00 feet on the west line of said Lot 2 to the Southeast corner of said Lot 2;

Thence North 89° 14' 32" East 1366.38 feet, along the North right of way line of 27th Street North to a point on the East line of said Stoney Pointe Addition, said point being coincident with the East line of the Northwest Quarter of said Section 3;

Thence South 00° 35' 35" East 1388.80 feet, along said East line to the Center corner of said Section 3, being common with the Southwest corner of Reserve G, said Greenwich Business Center Addition, and being common with the northwest corner of The Fairmont, an Addition to Wichita, Sedgwick County, Kansas;

Thence South 00° 35' 48" East 2651.74 feet, on the East line of the Southwest Quarter of said Section 3, to the southeast corner of said Southwest Quarter, being coincident with the northeast corner of the Northwest Quarter, said Section 10 and on the centerline of 21st Street North;

Thence South 01° 00' 22" East 1862.90 feet, on the East line of the said Northwest Quarter of Section 10 to a point 417.59 feet east of the southeast corner of Reserve C, said Cross Pointe 2ND;

Thence South 89° 16' 20" West 1061.05 feet on the extended south line of said Cross Pointe 2ND to the southwest corner of said Reserve C;

Thence North 00° 43' 40" West 848.92 feet on the west line of said Reserve C and along the west line of Lot 7, said Cross Pointe 2ND;

Thence South 89° 17' 02" West 1589.13 feet, to a point on the West line of said Section 10, and on the centerline of Greenwich Road said point being 60.0 feet west of the southwest corner of Lot 1, Block 1, said Cross Pointe 2ND;

Thence North 00° 46' 07" West 1014.01 feet, on said West line and the centerline of Greenwich Road to the Point of Beginning,

EXCEPT Lots 4 and 5, Block 1, said Greenwich Business Center Addition, EXCEPT thereof the east 215.00 feet of said Lot 5.

Lot 1, Block 1, Northeast Baseball Complex Addition.

Reserve A, Northeast Baseball Complex Addition.

Lot 7, Block 1, Regency Park Addition.

Lot 1, Block 1, K-96 Business Park Addition.

North Greenwich Road right of way lying east of Lot 1, Block 1, Northeast Baseball Complex Addition and Lot 1, Block 1, K-96 Business Park Addition and north of the south line of 29th Street North extended.

29th Street North right of way lying south of Reserve A, Northeast Baseball Complex Addition and Lot 1, Block 1, K-96 Business Park Addition.

Subject to survey and all easements and restriction of record.

(Published in *The Wichita Eagle* on November 11, 2016)

SUMMARY OF ORDINANCE NO. 50-347

On November 8, 2016, the City Council of the City of Wichita, Kansas (the “City”) passed an ordinance entitled:

AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 49-208 OF THE CITY OF WICHITA, KANSAS, THAT ESTABLISHED THE K-96 GREENWICH STAR BOND PROJECT DISTRICT.

Ordinance No. 50-347 (the “Ordinance”) further amends *Exhibit A* to Ordinance Nos. 49-208 (as previously amended by Ordinance No. 49-674) that established the K-96 Greenwich STAR Bond Project District (the “District”). *Exhibit A* contains the legal description of the District. The Ordinance also authorized conforming amendments (relating to the legal description) to the following documents: (a) Phase I STAR Bond Project Plan for development of the District; (b) Development Agreement, dated September 13, 2013, among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc. relating to development of the District; (c) First Amendment to Development Agreement, dated as of November 22, 2013, among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc.; (d) Trust Indenture, dated as of December 1, 2013, between the City and Security Bank of Kansas City, as Trustee; and (e) Tax Distribution Agreement, dated as of December 1, 2013, between the City and the Kansas State Treasurer. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 11, 2016.

Jennifer Magaña, Director of Law and City
Attorney

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Resolution Calling a Public Hearing on an Amendment to the East Bank Redevelopment District Boundaries and a Change to the District Plan (Districts I, IV, and VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Adopt the resolution setting a public hearing for consideration of an amendment to the East Bank Redevelopment District boundaries and a change to the District Plan.

Background: On December 12, 1995, the City Council approved the establishment of the East Bank Redevelopment District (the “District”). The City Council amended the District boundaries in 2002 and again 2004 to the boundaries that exist today. In 2007 the Kansas Secretary of Commerce (the “Secretary”) approved the River District STAR Bond Project Plan which provided that the District was also approved as a STAR Bond District.

The City has an opportunity to make improvements to the Arkansas River bank, Lawrence Dumont Stadium (Stadium) and other property west of the Arkansas River that will complement the east bank improvements from WaterWalk to the Keeper of the Plains. Combined, the area will be a destination for tourism and sports. It is necessary to amend the ordinance to expand the District for STAR Bond purposes only to include the west bank properties in order to include the river bank, stadium and other property in the District and make a change to the District Plan to incorporate making the referenced improvements. Amendment of the ordinance to expand the boundaries and make a change to the District Plan requires holding a new public hearing at a time and place set by resolution of the City Council, pursuant to state law.

Analysis: The Delano area has experienced an increase in activity in recent years. In addition to the recent activity, the City is constructing the new Advanced Learning Library and is in the process of selling the Delano Catalyst Site south and east of the Library for a mixed-use development. The City has an opportunity to make improvements to the west river bank, the Stadium and land west of the River to complement the development adjacent to the library and west bank. The expanded boundaries and change to the District Plan provide an opportunity to connect the two banks of the Arkansas River.

The East Bank STAR District has been successful generating sales tax revenue to repay the outstanding bonds ahead of schedule. The additional revenue created by the existing and future retailers will generate sufficient sales tax to finance the improvements necessary to create a destination tourism and sports district.

The City has received preliminary support from the Kansas Department of Commerce (DOC) to amend the boundaries of the District to include property west of the river. The DOC has also requested that any STAR Bond request be submitted to the Department prior to the end of calendar year. The first step in amending the District boundaries and change in District Plan is for the Council to set a public hearing by resolution. The resolution will be published twice in the official City newspaper and mailed to all owners and occupants within the existing and proposed expansion area of the District.

Financial Considerations: The publication and mailing costs associated with amending the District will be paid from the Economic Development Fund and reimbursed with STAR bond proceeds.

Legal Considerations: The attached resolution setting a public hearing on December 6, 2016 has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the resolution setting a public hearing for consideration of an amendment to the East Bank Redevelopment District boundaries and a change to the District Plan.

Attachments: Resolution with Exhibits

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON NOVEMBER 1, 2016**

The City Council (the “Governing Bod”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented on the governing body’s consent agenda Resolution entitled:

A RESOLUTION STATING THAT THE CITY OF WICHITA, KANSAS IS CONSIDERING FURTHER AMENDING ORDINANCE NO. 42-966 OF THE CITY THAT ESTABLISHED THE EAST BANK REDEVELOPMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTY IN SUCH DISTRICT FOR STAR BOND PURPOSES ONLY; AND PROVIDING FOR A SUBSTANTIAL CHANGE TO THE DISTRICT PLAN ASSOCIATED WITH SUCH DISTRICT.

Thereupon, Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body, the vote being as follows:

Yea:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. 16-430, and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Karen Sublett, City Clerk

(Published in *The Wichita Eagle* on November 4, 2016 and November 11, 2016)

RESOLUTION NO. 16-430

A RESOLUTION STATING THAT THE CITY OF WICHITA, KANSAS IS CONSIDERING FURTHER AMENDING ORDINANCE NO. 42-966 OF THE CITY THAT ESTABLISHED THE EAST BANK REDEVELOPMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTY IN SUCH DISTRICT FOR STAR BOND PURPOSES ONLY; AND PROVIDING FOR A SUBSTANTIAL CHANGE TO THE DISTRICT PLAN ASSOCIATED WITH SUCH DISTRICT.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “TIF Act”) and Ordinance No. 42-966, passed December 12, 1995, and published December 15, 1995, the City Council (the “Governing Body”) of the City established a redevelopment district pursuant to the TIF Act, known as the East Bank Redevelopment District (the “District”) and approved a District Plan (the “District Plan”); and

WHEREAS, by Ordinance No. 45-339, passed June 25, 2002, and published June 29, 2002, the City removed certain property and reduced the boundaries of the District pursuant to K.S.A. 12-1771(g); and

WHEREAS, by Ordinance No. 46-407, passed November 23, 2004, and published November 29, 2004, the City added certain property, increased the boundaries of the District and adopted a substantial change to the District Plan, all pursuant to K.S.A. 12-1771(f); and

WHEREAS, pursuant to Ordinance No. 47-518, passed July 17, 2007, and published July 20, 2007, the City approved, pursuant to HB 2005, 2007 Kansas Legislature, as later codified as K.S.A. 12-17,160 *et seq.*, as amended (the “STAR Bond Act”) the River District STAR Bond Project Plan, which provided that the District was also approved as a STAR Bond District; and

WHEREAS, pursuant to Ordinance No. 49-557, passed August 13, 2013, and published August 16, 2013, a non-substantial amendment to Ordinance No. 46-407 and the District Plan was made by attaching a map of the proposed project areas; and

WHEREAS, the Governing Body desires to further expand the boundaries of the District for STAR Bond purposes to include certain property located west of the existing District boundaries in order to provide a site for public infrastructure improvements, the renovation and expansion of athletic facilities and related commercial activities both within the District and the proposed expanded boundary area; and

WHEREAS, pursuant to the STAR Bond Act, the Secretary of the Kansas Department of Commerce (the “Secretary”) has consented to amending the boundaries of the District for STAR Bond purposes to include the additional property; and

WHEREAS, the Governing Body is authorized by the Constitution of the State of Kansas (particularly Article 12, Section 5) and the STAR Bond Act to pass an ordinance further amending Ordinance No. 42-966 to expand the boundaries of the District for STAR Bond purposes and adopt a

substantial change to the District Plan, subject to conducting a public hearing after notice provided in the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Ordinance Amendment. The Governing Body is considering amending *Exhibit A* to Ordinance No. 42-966, as previously amended by Ordinance Nos. 46-407 and 49-557, in order to provide a site for public infrastructure improvements, the renovation and expansion of athletic facilities and related commercial activities both within the District and the proposed expanded boundary area and consider a substantial change to the District Plan to implement such improvements. *Such amendments are for STAR Bond purposes only and are not applicable for activities or financing pursuant to the TIF Act.*

Section 2. Public Hearing. The Governing Body will hold a public hearing to consider further amending *Exhibit A* to Ordinance No. 42-966 in order to amend the boundaries of the District and consider a substantial change to the District Plan on December 6, 2016, at 9:30 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas. Following the conclusion of the public hearing, the Governing Body will consider an ordinance that would further amend Ordinance No. 49-208 as described in *Section I* hereof.

Section 3. Description and Map. The description of the District, including the additional property to be included with the proposed amendment, is contained in *Exhibit A* hereto. A map generally outlining the boundaries of the District, including the additional property to be included, is attached as *Exhibit B* hereto. A copy of such description and map are available for inspection by the public at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679.

Section 4. Proposed Changes to District Plan. The District Plan as proposed to be changed is attached hereto as *Exhibit C*. A copy of such proposed District Plan is available for inspection during regular office hours in the office of the City Clerk, 13th Floor, 455 N. Main, Wichita, Kansas.

Section 5. Notice of Public Hearing. A copy of this resolution shall be sent by certified mail, return receipt requested to the Sedgwick County Board of County Commissioners, and to the Board of Education of Unified School District Nos. 259. Copies of this resolution shall also be mailed by certified mail, return receipt requested, to each owner and occupant of land within the District, including the property proposed to be added to the District, not more than ten (10) days following the date of the adoption of this resolution.

Section 6. Publication. This resolution, including the *Exhibits* hereto, shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

Section 7. Effective Date This Resolution shall take effect and be in force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Resolution No. 16-430 (the “Resolution”) of the City of Wichita, Kansas (the “City”) adopted by the City Council on November 1, 2016,; and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: November 1, 2016.

Karen Sublett, City Clerk

EXHIBIT “A”
EAST BANK REDEVELOPMENT DISTRICT DESCRIPTION

(Current Boundaries)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of Douglas Avenue North and Main Street, thence south along the center line of Main Street to the intersection of Main Street South and Kellogg Street, thence west along the center line of Kellogg Street South to the intersection of Kellogg Street and McLean Boulevard South, thence north along the center line of McLean Boulevard to the intersection of McLean Boulevard and Douglas Avenue North, thence east along the center line of Douglas Avenue to the intersection of Douglas Avenue and Main Street North, to the the point of beginning.

(Additional Property to be Added for STAR Bond Purposes Only)

Within the City of Wichita, Sedgwick County Kansas, beginning at the center of the intersection of 2nd Street North and Mclean Boulevard, thence southeasterly along the center line of McLean Boulevard to the center line of Maple Street, thence west along the center line of Maple Street to a point on the east line of Lot 1, Block A, Wichita Ice Center Addition extended, thence south along said extended east line of Lot 1, Block A, Wichita Ice Center Addition to the northeast corner of Lot 1, Block A, Wichita Ice Center Addition, thence continuing south along the east line of Lot 1, Block A, Wichita Ice Center Addition to the southeast corner of Lot 1, Block A, Wichita Ice Center Addition, thence continuing south along said east line extended to the center line of Kellogg Street, thence southwesterly along the center line of Kellogg Avenue to the center line of Sycamore Street, thence north along the center line of Sycamore Street to point 40 feet north and 40 feet east of the northeast corner of Lot 100, West Wichita Addition, said point being the intersection of Sycamore Street and the center line of vacated Pearl Street, thence west along the center line of vacated Pearl Street to a point 40 feet south of the southeast corner of Lot 42, West Wichita Addition, thence north along the east line of even Lots 42 through 72, West Wichita Addition the south line of vacated Cherokee (now 1st Street) and continuing north along the west line, extended, of Lot 1, Block 1, Advance Learning Library Addition to a point on the center line of Second Street, thence east to the point of beginning

EXHIBIT “B”

MAP OF EAST BANK REDEVELOPMENT DISTRICT WITH PROPOSED MODIFICATION

(ON FOLLOWING PAGE)

EXHIBIT "B"

Proposed East Bank Redevelopment District Expansion

City of Wichita, Kansas

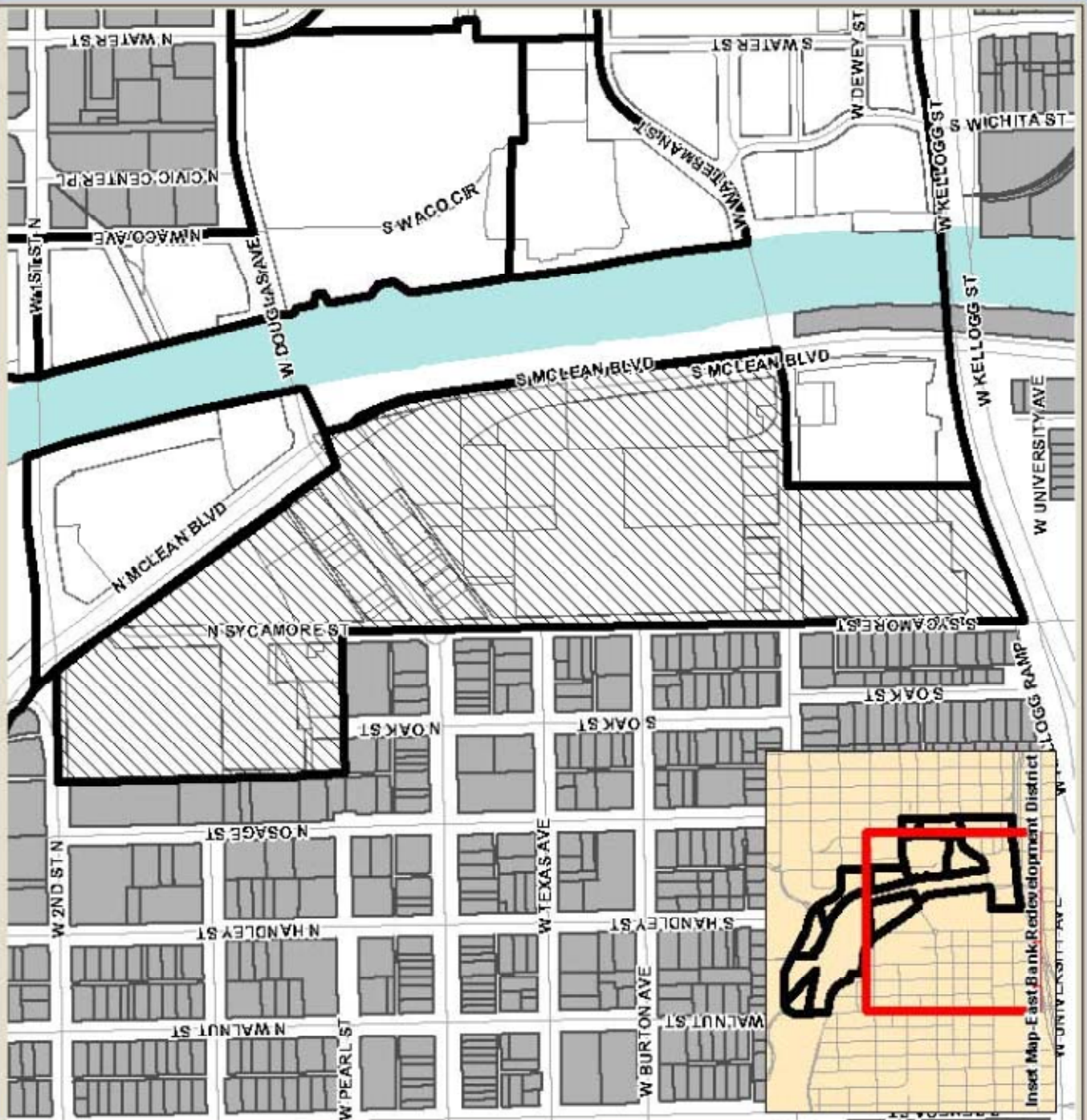
- East Bank
Redevelopment
District
- Property Parcels inside
East Bank
Redevelopment
District
Expansion
- Property Parcels inside
East Bank
Redevelopment
District
- Property outside
East Bank
Redevelopment
District

Software: ArcGIS 10.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter

Map Data: Source:
Proprietary Parcels
provided by:
Seagrath County GIS

Road Centerlines
provided by:
City of Wichita

Base Street: Modified from
Seagrath County GIS
City of Wichita
Map is intended for informational purposes only.
Map is not intended for use in any legal proceeding.
Map is not intended for use in any other way.
Map is not intended for use in any other way.



**EXHIBIT “C”
EAST BANK REDEVELOPMENT DISTRICT PLAN
WITH PROPOSED MODIFICATION**

(ON FOLLOWING PAGE)

EXHIBIT C

REVISED DISTRICT PLAN FOR THE REDEVELOPMENT OF THE EAST BANK REDEVELOPMENT DISTRICT

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1770 *et seq.* and a STAR bond district under K.S.A. 12-17,160 *et seq.* The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describe in a general manner the buildings and facilities to be constructed, reconstructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes are paid to the City to fund projects in the redevelopment district, and the remaining portion is paid to all taxing jurisdictions. The portion of property taxes paid to the City in this way is determined increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the area. When the aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district may be funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," are distributed to all taxing jurisdictions just as they were prior to redevelopment. This condition continues until all eligible project costs are funded, or for the 20-year duration of the established district, as defined by statute, whichever is shorter. A similar increment of State and local sales taxes will support improvements authorized by the Kansas Secretary of Commerce associated with STAR bond financing, including the repayment of STAR bonds.

SECTION 3: BUILDINGS AND FACILITIES

The redevelopment district is within the city limits of Wichita, Kansas. The current district is generally bounded on the north by Central Avenue and Greenway Boulevard, on the east by Waco Avenue and Main Street, on the south by Kellogg Street and on the west by McLean Boulevard.

This area included in the district has been the object of significant public redevelopment efforts for over forty years. The Century II Civic Center was undertaken as a major urban renewal project in the 1960s, as was the construction of the main branch of the Wichita Public Library. In the 1970s, the old City Library was redeveloped as a science museum, old City Hall was reopened as the Wichita/Sedgwick County Historic Museum and Century II was expanded by the addition of Expo Hall. During the 1980s, the City concentrated on acquisition of property along the east bank of the Arkansas River in order to clear the land for future public redevelopment projects, including the construction of a convention hotel. In the 1990s, the City continued to acquire land on the east bank, and together with Sedgwick County, redeveloped the West Bank of the Arkansas River into the Exploration Place science museum.

The condition of the buildings in the district that predate the recent redevelopment efforts is typical of that of a seventy year old central business district. Many aging commercial and office buildings stood vacant due to the migration of commercial businesses to the suburbs during the 1970s and 1980s. However many of the buildings in the proposed redevelopment district have been demolished during this period.

The redevelopment plan is intended provide the catalyst that will help complete the downtown revitalization process that started over thirty years ago.

The proposed expanded STAR bond project district, whose boundaries are generally set forth in "Schedule 1". attached hereto, is an area that meets the criteria for designation as a "major commercial entertainment and tourism area, including a major multi-sport athletic complex" as defined by state law governing the establishment and financing of STAR bond project districts. Property located within a major commercial entertainment and tourism area is legally eligible for establishment of a STAR bond project district.

The buildings and facilities to be constructed or improved in the STAR Bond project district may be described in a general manner as a mixed-use development consisting of some or all of the following uses: major multi-sport athletic complex; stadium improvements; destination attractions; retail uses; restaurant uses; other general commercial development; hotel uses; pedestrian overpasses; museums; and associated public and private infrastructure.

SECTION 4: STAR BOND PROJECT AREAS AND ELIGIBLE PROJECT COSTS

It is anticipated that the proposed improvements may occur in single or multiple phases within the STAR Bond Project Area, which must be adopted by the City Council by a 2/3 majority vote before the expenditure of any funds to be financed with STAR bonds.

STAR bond financing may be used to pay for the purchase of real estate and site preparation including the demolition of structures and utility relocations, as well as on public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, public plazas, sidewalks and pedestrian underpasses or overpasses, museum facilities and multi-sport athletic complex and any other items permitted to be financed by statute.

SECTION 5: REDEVELOPMENT

Redevelopment plans center around the construction of a 300-room full-service convention hotel adjacent to the Century II Expo Hall, the River Corridor improvements and the WaterWalk mixed-use commercial development. The Hyatt Regency Hotel was developed in 1996, and serves as the "headquarters" hotel for large conventions at Century II. In addition to the hotel, the City built and operates a 12,000 square foot conference center and a 500-car parking garage adjoining both the hotel and Century II. Both the Douglas Avenue Bridge and the Lewis Street Bridge have been substantially reconstructed, based on designs selected through a nationwide design competition, and a pedestrian promenade along the east bank of the Arkansas River, has been constructed from Kellogg to Douglas. In addition, Waterman, Wichita and Lewis Streets on the east bank, and McLean Boulevard on the west bank have been improved and upgraded with appropriate streetscape designs.

Plans for the other phases of redevelopment in the area include the public-private development of a major commercial, entertainment and tourism area in the immediate vicinity of the Arkansas River between the Kellogg and Seneca bridges, which will include restaurants, shops, offices and apartments. The WaterWalk Project includes as public amenities a water feature, a small outdoor amphitheater, plazas, fountains, walkways, a pedestrian bridge across the Arkansas River and public parking facilities. The River Corridor Project includes riverbank promenades, water features, a large outdoor amphitheater and renovation of the Keeper of the Plains complex at the confluence of the Arkansas River and the Little Arkansas River. The goal is to create a major tourism attraction that will bring people from throughout the State of Kansas and the United States. (? Add brief references to West Bank Apts improvements and Drury Hotel project)

SECTION 6: SUMMARY

Per statute, the above-mentioned redevelopment projects will be presented to the Governing Body in segments through the adoption of separate redevelopment plans. Each plan will identify specific project areas located within the district and will include detailed descriptions of the projects as well as a financial feasibility study that shows the economic benefits out-weigh the costs. *A map generally describing the various project areas is attached hereto as Schedule 1.*

SCHEDULE I

MAP GENERALLY DEPICTING PROJECT AREAS

[ON FOLLOWING PAGE]

Proposed East Bank Redevelopment District Expansion

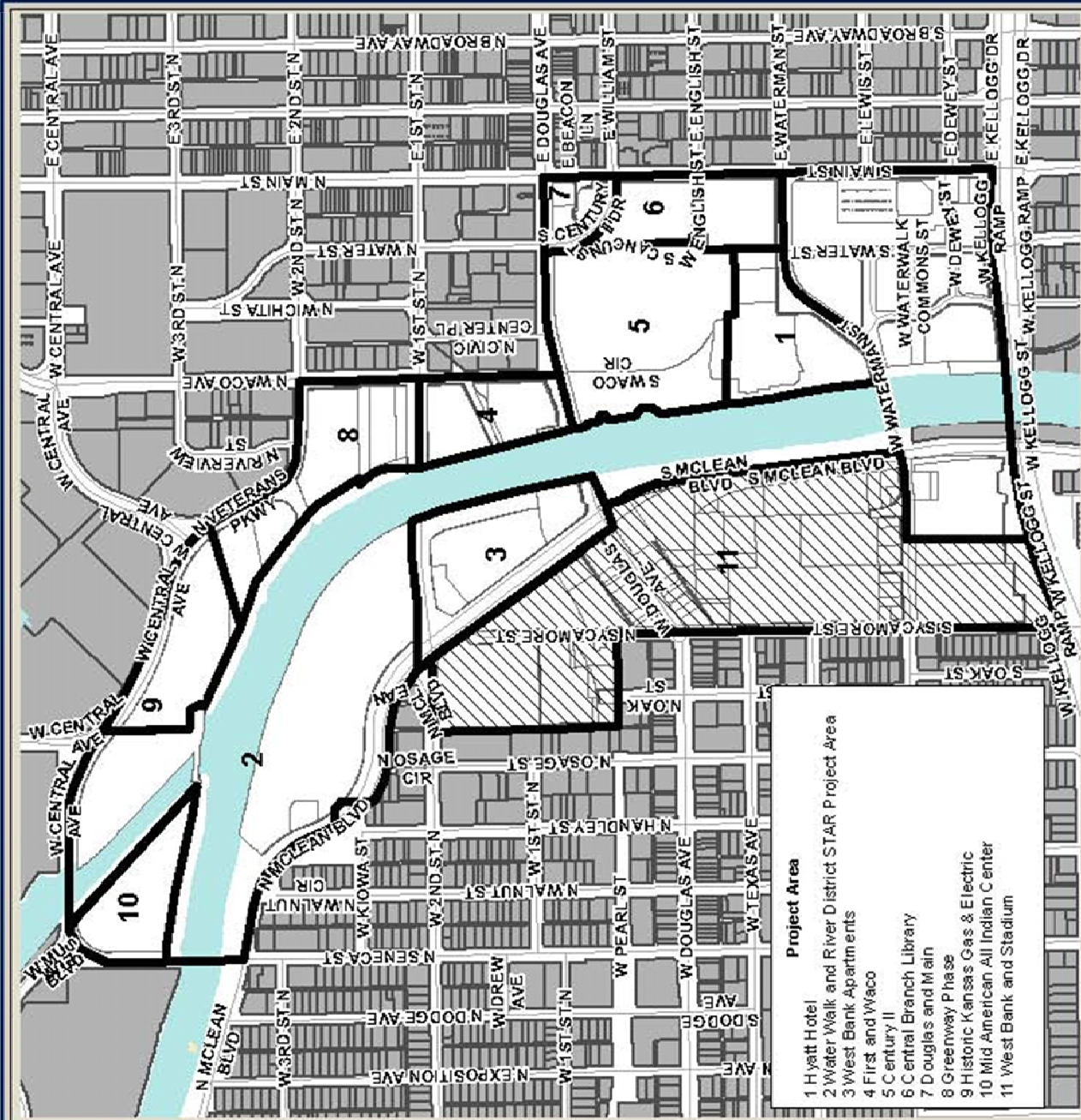
City of Wichita, Kansas

- East Bank Redevelopment District**
- Property Parcels inside East Bank Redevelopment District
 - Property Parcels inside East Bank Redevelopment District Expansion
 - Property Parcels inside East Bank Redevelopment District
 - Property outside East Bank Redevelopment District

Scale: 1" = 100' A
 Prepared: Oct 2016
 Project: 10-2016-001
 Map Data Source:
 Property Parcels
 Road Centerlines
 provided by
 Sedgwick County GIS



Map Scale: 1" = 100' A
 Project: 10-2016-001
 Map Data Source:
 Property Parcels
 Road Centerlines
 provided by
 Sedgwick County GIS



City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (Leading Technology Composites.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the second five-year property tax abatement.

Background: On October 4, 2011, the City Council approved an Economic Development Tax Exemption (EDX) for Leading Technology Composites (LTC), located at 2626 West May in southwest Wichita. Under the City's Economic Development policy, LTC qualified for a 100% exemption on real property for a five-plus-five year basis. LTC has exceeded the projected job creation of 37 new jobs and is requesting approval of the second five-year tax exemption.

Leading Technology Composites is in the Advanced Materials sector of the Blueprint for Regional Economic Growth (BREG) and is a main supplier to the Advanced Manufacturing and Aerospace sectors.

Analysis: LTC was founded in 1993 to manufacture composite based materials and products for aerospace, military and automotive applications. LTC produces parts for vehicle systems and personal body armor plates for the U.S military. The company also produces structural assemblies for aerospace manufacturers and safety products for commercial automotive clients. LTC exports 90% of its products out of Kansas; with customers including BAE Systems, Lockheed Martin, Bombardier and Ford.

LTC had 79 employees at the time of the expansion and projected adding 37 new jobs over the first five years, bringing total employment to 116. To date, LTC has added 176 new jobs, surpassing the projected 37. The expansion project included construction of a 25,000 square-foot facility on May Street, across from the main campus at 2626 West May Street.

<u>Commitment</u>	<u>Performance</u>
• Average annual salary \$34,442	Average annual salary \$39,866
• Construction of a new building	Completed 25,000 square-foot facility
• Create 37 new jobs in five years	Created 176 new jobs

Financial Considerations: Under the City's Economic Development Policy, the company qualifies for a 100% ad valorem tax exemption for an additional five years.

A new cost/benefit analysis was conducted by the Center for Economic Development and Business Research at Wichita State University with the following ratio of benefits to costs:

	Projected Benefit to Cost Ratio	Actual Benefit to Cost Ratio
City of Wichita	1.98 to 1	5.74 to 1
City of Wichita – General Fund	1.82 to 1	4.50 to 1
Sedgwick County	1.68 to 1	3.29 to 1
USD 259	1.28 to 1	1.00 to 1
State of Kansas	6.92 to 1	134.38 to 1

The 2010 analysis estimated the first full year of exempted property taxes to be \$52,731. Based on the actual county appraisal of the improved property, the amount of exempted property taxes in 2015 was \$32,172. The company paid \$67,354 in property taxes in 2015 for the existing property that was not exempted.

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 100% ad valorem tax exemption for Leading Technology Composites.

Attachments: None

**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

SUBJECT: Adoption of the 2015 Uniform Plumbing Code (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: The Uniform Plumbing Code (UPC), published by the International Association of Plumbing and Mechanical Officials, is revised and updated every three years in order to keep current with the changing industry equipment, technology, standards and practices. Within Article 3 of the Wichita-Sedgwick County Unified Building and Trade Code (UBTC), the Uniform Plumbing Code 2012 Edition, along with local amendments, was adopted by the City Council and the Board of Commissioners of Sedgwick County as the plumbing code within the jurisdiction of the Metropolitan Area Building and Construction Department (MABCD). Subsequently, the publisher of the Uniform Plumbing Code released its 2015 edition of the code. MABCD staff and members of MABCD's Board of Appeals of Plumbers and Gas Fitters (Plumbing Board) reviewed the Uniform Plumbing Code, 2015 Edition, and participated in extensive discussions during meetings of the Plumbing Board. The Plumbing Board then voted and unanimously approved the adoption of the Uniform Plumbing Code 2015 Edition, along with the changes to the UBTC that are included within the ordinance that is before the City Council.

Analysis: Adoption of the 2015 Edition of the Uniform Plumbing Code would prove beneficial to the industry and the Wichita-Sedgwick County MABCD jurisdiction as it represents the most current approaches in the plumbing field. The UPC is updated every three years, and is designed to provide consumers with safe and sanitary plumbing systems while allowing latitude for innovation and new technologies. Adoption of this newer version would remove obsolete technology and practices in effort to provide relevant and safer approaches that would significantly benefit all parties involved. The Board of Commissioners of Sedgwick County approved the adoption of the 2015 Edition of the UPC, along with local amendments, at its October 5, 2016, meeting.

Some of the major changes are summarized below:

Section 3.1.100

This change adds "airgap" as a method of backflow prevention for irrigation systems. This language allows backflow prevention without the installation of a mechanical device.

Section 3.1.110

As in the previous section, this language allows backflow prevention without the installation of a mechanical device.

Section 3.1.260

This change allows the use of Air Admittance Valves in residential repair and renovation situations where structural conditions make other venting methods impractical.

Section 3.1.270

This change allows a longer distance between a trap and the vent intersection for bathtubs and 2" and 3" drainage pipe. This potentially reduces or eliminates the need for materials and labor while still providing adequate protection for the trap seal.

Financial Considerations: There is no financial impact.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendations/Actions: It is recommended that the City Council place on first reading the ordinance amending Article 3 of the Unified Building and Trade Code (UBTC) with the adoption of the 2015 Edition of the Uniform Plumbing Code and authorize the necessary signatures.

Attachments: Clean and delineated ordinances.

First Published in The Wichita Eagle on November 11, 2016

ORDINANCE NO. 50-348

AN ORDINANCE ADOPTING THE INTERNATIONAL PLUMBING CODE, 2015 EDITION, UNIFORM PLUMBING CODE, 2015 EDITION, AND PORTIONS OF BOTH THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION, AND THE INTERNATIONAL FUEL GAS CODE, 2015 EDITION, WITHIN THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1.

Article 1, Section 2, Table H - is hereby amended to read as follows:

TABLE H

MABCD Plumbing Code – Permit Fees

SECTION 2.

Article 3 – Article 3 of the Unified Building and Trade Code is repealed in its entirety and replaced with the following:

ARTICLE 3 - MABCD PLUMBING CODE

Article 3, Section A – BOARD OF APPEALS OF PLUMBERS AND GAS FITTERS

Sec. 3.A.010 - Board of Appeals – Created, Composition

There is authorized a board of plumbing and gas fitters appeals which shall consist of the Director of the Metropolitan Area Building and Construction Department ("MABCD"), or the duly authorized representative, who shall serve as the secretary of the board, and seven other members, as follows:

- (1) One mechanical contractor (appointed by the City);
- (2) One master plumber (appointed by the County);
- (3) One master lawn sprinkler (appointed by the City);
- (4) One journeyman plumber (appointed by the County);
- (5) One mechanical engineer (appointed by the County);
- (6) One master plumber contractor (appointed by the City); and
- (7) One public at large member (appointed jointly).

The board shall elect its own chairman and make such rules as are necessary for the conduct of its business.

Sections 107.1 and 107.2 of the 2015 Uniform Plumbing Code are deleted in their entirety.

Sec. 3.A.020 - Board of Appeals of Plumbers and Gas Fitters.

(a) The Board shall act as a board of appeals in making a determination of any appeal arising from the actions of the administrative authority. Appeals shall be made in writing, and the appellant may appear in person before the Board or be represented by an attorney, and may introduce evidence to support their claim. Appeals shall be submitted in writing at least ten (10)

working days in advance of the Board meeting and the appeals shall be heard at reasonable times at the convenience of the Board, but not later than the next regularly scheduled Board meeting. The appellant shall cause to be made at their own expense, any tests or research required by the Board to substantiate their claims.

(b) The Board shall, upon the request of the administrative authority, interpret sections of this Code, as adopted by reference herein, as to the approval of plumbing materials and methods allowed under this Code.

(c) Where conditions exist on any plumbing job which are not specifically provided for by this Code, or where it would be impracticable to follow its provisions, the Board may grant a variance from the strict application of the provisions of this Code. The person or persons desiring such variance shall submit all data and information necessary or as may be required by the Board to enable it to make its decision, and if after thorough study of the desired variance it determines that the granting of such request would not act in contravention to the welfare of the public, it shall have the authority to grant the variance.

(d) The Board may consider applications for the use of materials or methods of installation not specifically covered in this Code, or for a change in the grading or quality of materials or for a change in methods of installation as set forth in this Code and accept, modify, or reject the same as affording the same degree of safety, sanitation and performance as the materials or methods provided for herein. The Board may use established standards of nationally recognized laboratories and research organizations in making its determination to accept, modify, or reject the application. The applicant shall submit to the Board all necessary information as may be

required by the Board in order for it to make its determination, and any expense incurred for the payment of laboratory reports and tests shall be borne by the applicant. If, after a thorough study of the application and upon the basis of such study, it is determined that the public interest would be best served, would not be detrimental to the health and welfare of the public and would afford the same degree of safety and sanitation as elsewhere provided for in this Code, the Board may approve the application; or should it be determined that it is against public interest, would be detrimental to the health and welfare of the public, would not afford the same degree of safety and sanitation as elsewhere provided for in this Code, the Board shall deny the application.

Sec. 3.A.030 – Administrative Authority.

The administrative authority duly appointed to enforce the standard code shall be the Director of the MABCD or designees(s). The terms “administrative authority”, “building official”, and Director of MABCD are synonymous. The administrative authority shall have the authority to promulgate such rules and regulation as are necessary to carry out the purpose of the standard code and such rules and regulations shall be effective upon approval by the governing bodies. The administrative authority shall have the authority to refer to the Board of Appeals of Plumbers and Gas Fitters that relates to the approval of plumbing material and methods as the same relate to the standard code.

Section 103.1 of the Uniform Plumbing Code shall be deleted in its entirety.

Article 3, Section 1 – MABCD PLUMBING CODE

Sec. 3.1.010 – MABCD Plumbing Code.

The Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials (IAPMO), 2015 Edition, including the Appendixes and Installation Standards thereto and including the Uniform Plumbing Code's latest edition of Table 1701.1 excluding;

Sections 103.1, 107.1, 107.2,

Table No. 104.5 Plumbing Permit Fees,

Sections 312.13, 312.14,

Sections 422.1, 422.1.1, 422.2, 422.2.1, 422.3, 422.4, 422.4.1, 422.5,

Table 422.1

Sections 604.10.1, 609.11, 609.11.1, 609.11.2,

Part II of Chapter 7: Building Sewers,

Sections 807.3,

Sections 1014.0, 1015.0,

Section 1210.1.5

Appendix F,

Appendix H,

and except for amendments set forth in this Section, is by reference incorporated herein and made a part of this Code as though set forth at length herein, and is hereby adopted as a part of the Wichita-Sedgwick County Unified Building and Trade Code, Article 3, MABCD Plumbing Code. In lieu of Appendix H and Chapter 7 Part II, within the jurisdiction of the unincorporated area of Sedgwick County, and adopting second and third class cities, Chapter 23 of the Sedgwick

County Code, entitled Sewers and Sewage Disposal, shall apply. In lieu of Appendix H and Chapter 7 Part II, within the jurisdiction of the City of Wichita, Title 16 of the Code of the City of Wichita, entitled Sewers, Sewage Disposal and Drains shall apply.

Within the Sedgwick County Jurisdiction, the International Plumbing Code, 2015 Edition, in its entirety, and the International Residential Code, 2015 Edition, Chapters 1 and 24 through 33—to the extent that such code provisions apply to plumbing matters—both codes published by the International Code Council, Inc., are by reference incorporated herein and made a part of this Code as though set forth at length herein, and are hereby adopted as a part of the Wichita/Sedgwick County Unified Building and Trade Code entitled Article 3, MABCD Plumbing Code.

Within the Sedgwick Jurisdiction, the International Fuel Gas Code, 2015 Edition published by the International Code Council, Inc., to the extent that said code's provisions are referred to within the International Plumbing Code, 2015 Edition and the provisions of the International Residential Code, 2015 Edition that pertain to plumbing matters, said International Fuel Gas Code is by reference incorporated herein and made a part of this Code as though set forth at length herein, and said International Fuel Gas Code is also hereby adopted as a part of the Wichita/Sedgwick County Unified Building and Trade Code entitled Article 3, MABCD Plumbing Code.

Sec. 3.1.015 – Operation of dual plumbing codes incorporated within the MABCD Plumbing Code within the Sedgwick County Jurisdiction.

SEDGWICK COUNTY JURISDICTION ONLY

The following provisions describe the manner in which the MABCD will operate with dual plumbing codes incorporated into this MABCD Plumbing Code within the Sedgwick County Jurisdiction:

- (a) At the time that a permit is applied for under this Code or any other action is taken to initiate work on a project under this Code, the contractor or property owner who obtains the permit shall indicate whether that work will be completed pursuant to the provisions of the 2015 Uniform Plumbing Code, as amended by this Code, or the 2015 International Plumbing Code / 2015 International Residential Code (jointly termed “2015 ICC”). After such designation, the work will be required to meet the terms of the selected code until the permitted work is completed.
- (b) In the event that any contractor or other person begins work without selecting a code or without obtaining a permit, the default code that will be applied to their work and any possible enforcement action is the 2015 Uniform Plumbing Code, with amendments included within this Code.
- (c) On matters involving the 2015 ICC, the Director of the MABCD and his/her designee are granted the authority to issue administrative waivers, distinct from any other similar procedures contained within this Code, pursuant to Section 105.1 of the 2015 International Plumbing Code, which reads as follows, such that the Director and his/her designee would be considered the “code official”:

Where there are practical difficulties in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's authorized agent, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification conforms to the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modification shall be recorded and entered in the files of the plumbing inspection department [MABCD].

Furthermore, any contractor or other person completing work under a permit utilizing the 2015 ICC shall be authorized to complete that work consistent with any of the local amendments to the 2015 Uniform Plumbing Code, without the requirement of obtaining an administrative waiver.

- (d) All administrative waivers considered and decided by the Director and his/her designee pursuant to subsection (c) shall be reported to the Sedgwick County Board of County Commissioners.
- (e) Any party aggrieved by an administrative waiver decision of the Director and his/her designee pursuant to subsection (c) may have an appeal heard by the Board of Appeals of Plumbers and Gas Fitters, pursuant to Sec. 3.A.020 of this Code.
- (f) For any plumbing permits that have been applied for prior to the effective date of the 2015 ICC adoption and have not been finalized prior to such effective date, the party that pulled the permit may contact the MABCD in writing within 30 days after the effective

date of the 2015 ICC to request that the 2015 ICC apply to their permit. Unless a timely request is received by the MABCD, all permits applied for prior to the effective date of the 2015 ICC adoption will be required to meet the requirements of this Code that existed on the date that the party applied for the permit.

- (g) Regardless of which plumbing code a permit designates, the same fees included within Article 1.2 of the Wichita-Sedgwick County Unified Building and Trade Code shall apply.

Sec. 3.1.020 – Section 101.1 of the 2015 Uniform Plumbing Code.

Section 101.1 of the 2015 Uniform Plumbing Code shall be amended to read as follows: With the exception of Sections 3.1.030, 3.1.040, and 3.1.050 (which apply to all of this Code), all of the subsequent provisions of this Code modify and apply to the 2015 Uniform Plumbing Code.

Sec. 3.1.030 – Schedule of fees. See Article 1.2 of this Code.

Sec. 3.1.040 – Investigation fees. See Article 1.2 (e) of this Code.

Sec. 3.1.050- Definitions.

Unless otherwise specified, the following terms, as used in this Section, shall mean as follows:

'Apprentice' means an individual who works as an employee in training under the direct supervision of a Journeyman Plumber or Master Plumber. An apprentice is not a certified individual.

'Board' means that board appointed for Plumbers and Gas Fitters for the purpose of reviewing code interpretations taken by the building code enforcement division, granting variances from the code reviewing license applications and license suspensions and revocation.

'Code' means the MABCD Plumbing Code and Article 3 of this Code, as adopted by the MABCD.

'Direct supervision' means that the apprentice is limited to the same structure and/or building site as the journeyman or master plumber, except in the case of one and two-family residential development, where the apprentice may be on the job site within five hundred (500) feet of where the journeyman or master is working.

'Field Experience' means working under the direct supervision of a person having a valid Journeyman Plumber or Master Plumber certificate or attending trade related schooling. No more than one year of the requirement may be satisfied by trade related schooling. Schooling shall consist of a minimum of nine hundred thirty (930) program hours documented by a certificate of completion.

'Journeyman Gas Fitter' means a person who has been approved by the MABCD showing that individual to be qualified to do gas piping, make repairs to gas piping systems or in any work at the trade of gas piping for a Licensed Contractor. That individual shall have a current certificate showing him or her to be so qualified.

'Journeyman Plumber' A journeyman plumber is a person who has been approved by the MABCD showing that individual to be qualified to do plumbing or gas piping, venting work, and work at the trade of plumbing and gas piping for a Licensed Contractor. That individual shall

have a current certificate showing him or her to be so qualified. A Journeyman Plumber is deemed to be a Journeyman Gas Fitter, Journeyman Drain Layer, Journeyman Lawn Irrigation, Journeyman Sewer Cleaner and certified Water Conditioning Installer by definition.

'Licensed Contractor' means a person, firm, partnership, corporation, limited liability company, association or combination thereof, that has acquired a plumbing, gas fitter, lawn irrigation, drain laying, or certified Water Conditioning license from the MABCD, who undertakes or offers to undertake for another, for hire, the planning, laying out, supervising and installing or making additions, alterations, and repairs in the installation of plumbing, drains, gas fittings, lawn irrigation or plumbing systems.

'Licensed Trade' or 'trade' means the mechanical, electrical, plumbing or gas fitting trade, as the context of this Code may require.

'Master Gas Fitter' means a person who has been approved by the MABCD showing that individual to be qualified to engage in the business of gas piping systems and who has a current certificate showing him or her to be so qualified.

'Master Plumber' means a person who has been approved by the MABCD showing that individual to be qualified to engage in the business of plumbing and gas piping, the installation of plumbing and gas fixtures and appliances, and who has a current certificate showing him or her to be so qualified. A Master Plumber is deemed to be a Master Gas Fitter, Master Drain Layer, Master Lawn Irrigation, Master Sewer Cleaner and Certified Water Conditioning installer by definition.

'Qualified Master' means an individual who holds a master certificate issued pursuant to this Code evidencing such person to be qualified to control and have authority of all technical work performed under the authority of the licensed contractor's enterprise, and assures quality control and is responsible for complying with all applicable laws, codes and regulations. An individual shall not be the Qualified Master for more than one licensed contractor's enterprise unless such individual receives approval from the Director of the MABCD or an authorized representative thereof and approved by the Board.

Sec. 3.1.055. – Use of License to Obtain Permits for Another.

Licensed Contractors are prohibited from pulling permits for other persons to complete work for which this Code requires the Licensed Contractor, as the permit holder, to be the party to complete the work.

Sec. 3.1.058. – Requirement to Obtain Permit.

All persons who install, remove, alter, repair or replace or cause to be installed, removed, altered, repaired or replaced, any plumbing, gas or drainage piping work or fixture or water heating or treating equipment in a building or premises shall be required to obtain the proper permit from the MABCD in order to do such work.

Sec. 3.1.060– Sleeves.

Section 312.10 of the Uniform Plumbing Code is amended to read as follows: Sleeves shall be provided to protect all piping through concrete and masonry walls, or concrete floors.

Exceptions:

- (1) Sleeves shall not be required where openings are drilled or bored; and
- (2) sleeves shall not be required for DWV pipes going through concrete basement floors or slab on grade.

Sec. 3.1.070– Test Gauges.

Section 318.0 of the Uniform Plumbing Code is amended to read as follows: In performing the prescribed piping tests as required elsewhere in this Code, a spring type gauge may be used provided the required maximum capacity of the gauge used for the ten (10) psi, for fifteen (15) minutes test, be thirty (30) psi and the required maximum capacity of the spring type gauge used for the sixty (60) psi, for thirty (30) minutes test, be one hundred (100) psi.

Sec. 3.1.080– Drainage Connection.

Section 414.3 of the Uniform Plumbing Code is amended to read as follows: Commercial dishwashing machines shall discharge indirectly through an air gap or direct connection in accordance with Section 704.3 with floor drain protection.

Sec. 3.1.085–Minimum Plumbing Fixtures.

Section 422.0 of the Uniform Plumbing Code is amended to read as follows: Minimum Number of Plumbing Fixtures shall be in accordance with MABCD's current adopted version of the International Building Code - (Table 2902.1) and all amendments thereto as adopted into the Wichita-Sedgwick County Unified Building and Trade Code.

Sec. 3.1.090– Backflow Prevention Devices, Assemblies and Methods.

Section 603.1 of the Uniform Plumbing Code is amended to read as follows: No person shall install any water-operated equipment or mechanism, or use any water treating chemical or substance, if it is found that such equipment, mechanism, chemical or substance may cause pollution or contamination of the domestic water supply. Such equipment or mechanism may be permitted only when equipped with an approved backflow prevention device. In addition to the general requirements of Section 603.0, Cross Connection Control, Backflow prevention devices and methods shall conform to Title 17.10 of the Code of the City of Wichita. Registration of backflow testers and test reporting is required by the Authority Having Jurisdiction over backflow testing. Test reports must be maintained by the testing provider and supplied to the Authority Having Jurisdiction, and the backflow device owner. Where, in any specific case, sections of this Code specify different material, methods of construction or requirements in conflict with other local laws or ordinances, the most restrictive shall govern.

Sec. 3.1.100 - Protection from Lawn Sprinklers and Irrigation Systems.

Section 603.5.6 of the Uniform Plumbing Code is amended to read as follows: Potable water supplies to systems having no pumps or connections for pumping equipment, and no chemical injection or provisions for chemical injection, shall be protected from backflow by one of the following devices: (1) Pressure vacuum breaker, (2) Spill-resistant vacuum breaker, or (3) Reduced-pressure backflow preventer, or (4) air gap.

Sec. 3.1.110 - Backflow Device Downstream from a Potable Water Supply Pump.

Section 603.5.6.2 of the Uniform Plumbing Code is amended to read as follows: Where systems have a device installed downstream of a potable water supply pump or a potable water supply pump connection, the device shall be one of the following: (1) Pressure vacuum breaker, (2) Spill resistant vacuum breaker, (3) Reduced-pressure backflow preventer, or (4) air gap.

Sec. 3.1.120 - Deck-Mounted and Equipment-Mounted Vacuum Breakers.

Section 603.5.13 of the Uniform Plumbing Code is amended to read as follows:

Deck-mounted or equipment-mounted vacuum breakers shall be installed in accordance with their listing and the manufacture's installation instructions, with the critical level not less than six (6) inches (15.24 cm) above the flood-level rim.

Sec. 3.1.130 - Protection from Fire Systems.

Section 603.5.14.2 of the Uniform Plumbing Code is amended to read as follows: Where contaminant chemicals (ethylene glycol, corrosion inhibitors, or other chemicals) are added to a fire protection system supplied from a potable water supply, the potable water system shall be protected by one of the following: (1) Reduced pressure backflow preventer, or (2) Reduced pressure detector assembly. Fire protection systems using low hazard materials must be protected with appropriate protection and clearly labeled per NFPA requirements with MSDS documentation permanently maintained at the backflow device. Devices approved for low hazard potable water system protection include the following: (1) Double check backflow preventer, and (2) Double check detector assembly.

Sec. 3.1.140 - Excessive Water Pressure.

Section 608.2 of the Uniform Plumbing Code is amended to read as follows: Where static water pressure in the water supply piping is in excess of one hundred (100) psi, an approved type pressure regulator preceded by an adequate strainer shall be installed and the static pressure reduced to one hundred (100) psi or less. Such regulator(s) shall control the pressure to all water outlets in the building unless otherwise approved by the administrative authority. Each such regulator and strainer shall be accessibly located aboveground or in a vault equipped with a properly sized and sloped bore-sighted drain to daylight, shall be protected from freezing, and shall have the strainer readily accessible for cleaning without removing the regulator or strainer body or disconnecting the supply piping. All pipe size determinations shall be based on eighty percent (80%) of the reduced pressure when using Table 610.4.

TABLE 604.1
MATERIALS FOR BUILDING SUPPLY AND WATER DISTRIBUTION PIPING AND FITTINGS

MATERIAL	BUILDING SUPPLY PIPE AND FITTINGS	WATER DISTRIBUTION PIPE AND FITTINGS	REFERENCED STANDARD(S) PIPE	REFERENCED STANDARD(S) FITTINGS
Copper and Copper Alloys	X	X	ASTM B42, ASTM B43, ASTM B75, ASTM B88, ASTM B135, ASTM B251, ASTM B302, ASTM B447	ASME B16.15, ASME B16.18, ASME B16.22, ASME B16.26, ASME B16.51
CPVC	X	X	ASTM D2846, ASTM F441, ASTM F442, CSA B137.6	ASTM D2846, ASTM F437, ASTM F438, ASTM F439, ASTM F1970, CSA B137.6
CPVC-AL-CPVC	X	X	ASTM F2855	ASTM D2846
Ductile-Iron	X	X	AWWA C151	ASME B16.4, AWWA C110, AWWA C153
Galvanized Steel	X	X	ASTM A53	-
Malleable Iron	X	X	-	ASME B16.3
PE**			ASTM D2239, ASTM D2737,	ASTM D2609, ASTM D2683,

	X'	**	ASTM D3035, A WW A C901, CSA B137.1	ASTM D3261, ASTM F1055, CSA B137.1
PE-AL-PE	X	X	ASTM F1282, CSA B137.9	ASTM F1282, ASTM F1974, CSA B137.9
PE-RT	X	X	ASTMF2769	ASTM F1807, ASTM F2098, ASTM F2159, ASTM F2735, ASTMF2769
PEX	X	X	ASTM F876, ASTM F877, CSA B137.5, AWWA C904*	ASSE 1061, ASTM F877, ASTM F1807, ASTM F1960, ASTM F1961, ASTM F2080, ASTM F2159, ASTM F2735, CSA B137.5
PEX-AL-PEX	X	X	ASTM F1281, CSA B137.10, ASTM F2262	ASTM F1281, ASTM F1974 ASTUM F2434, CSA B137.10
PP	X	X	ASTM F2389, CSA B137.11	ASTM F2389, CSA B137.11
PVC	X	-	ASTM D1785, ASTM D2241, AWWA C900	ASTM D2464, ASTM D2466 ASTM D2467, ASTM F1970
Stainless Steel	X	X	ASTM A269, ASTM A312	-

Sec. 3.1.150, TABLE 604.1, MATERIALS FOR BUILDING SUPPLY AND WATER

DISTRIBUTION PIPING AND FITTINGS. The following footnote has been added to Table 604.1; **Polyethylene (PE) water service piping may extend inside a structure to the building master shut off valve; provided there are no branches taken off ahead of the building master shut off valve.

Sec. 3.1.160 - Installation.

Section 609.1 of the Uniform Plumbing Code is amended to read as follows: All water piping shall be adequately supported in accordance with Section 313.0, Table 313.1, and to the satisfaction of the administrative authority. Burred ends shall be reamed to the full bore of the pipe.

Changes in direction shall be made by the appropriate use of the fittings, except that changes in direction in copper tubing may be made with bends having a radius of not less than six (6) diameters of the tubing, providing that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's installation instructions. Provisions shall be made for expansion in hot water piping.

The depth of a water service line shall be at least thirty-six (36) inches below finished grade. Such service shall be not less than five (5) feet from any tree on public property (repair or replacement of an existing service is exempt from this requirement). The water service pipe shall be laid in a ditch separate from other underground pipes or conduits. There shall be not less than eighteen (18) inches of solid undisturbed earth between water service pipes and other underground pipes and conduits. All piping, equipment appurtenances and devices shall be installed in a workmanlike manner in conformity with the provisions and intent of this Code.

Sec. 3.1.170 – Solvent Welding.

Section 705.5.2 of the Uniform Plumbing Code is amended to read as follows: Plastic pipe and fittings designed to be joined by solvent cementing shall comply with the manufacturer's installation instructions and the following:

PVC pipe and fittings must be cleaned and joined with primer(s) and solvent cement(s).

Non-pressure PVC pipe and fittings may be joined without primer by using a medium body, one step cement that must be listed by the cement manufacturer for use without primer and so stated on the label.

Sec. 3.1.180 - Discharge Line

Section 710.4 of the Uniform Plumbing Code is amended to read as follows: The discharge line from such ejector, pump, or other mechanical device shall be of approved material and be provided with an accessible backwater or swing check valve and gate or ball valve. Where the gravity drainage line to which such discharge line connects is horizontal, the method of connection shall be from the top through a wye branch fitting. The gate or ball valve shall be located on the discharge side of the backwater or check valve.

Gate or ball valves, where installed in drainage piping, shall be the fullway type with working parts of corrosion-resistant metal. Sizes four (4) inches (100 mm) or more in diameter shall have cast-iron bodies, and sizes less than four (4) inches (100mm), cast-iron or copper alloy bodies.

Sec. 3.1.190 - Media.

Section 712.1 of the Uniform Plumbing Code is amended to read as follows: The piping of the plumbing, drainage, and venting systems shall be tested with water or air. The Authority Having Jurisdiction, as defined in the Uniform Plumbing Code, may require the removal of any cleanouts, etc., to ascertain whether the pressure has reached all parts of the system. When the temperature wherein the drainage system is located is above twenty degrees (20°) Fahrenheit, a water test as set forth in Section 712.2 may be made. After the plumbing fixtures have been set and their traps filled with water, they shall be submitted to a final test.

NOTE: Chapter 7, Part II Building Sewers is deleted and sewers are regulated by Wichita's "Title 16".

Sec. 3.1.200 - Indirect Waste Receptors.

Section 804.1 of the Uniform Plumbing Code is amended to read as follows: All plumbing fixtures or other receptors receiving the discharge of indirect waste pipes shall be approved for the use proposed, shall be of such shape and capacity as to prevent splashing or flooding, and shall be located where they are readily accessible for inspection and cleaning. No indirect waste receptor shall be installed in any toilet rooms, closet, cupboard or storeroom, nor in any other portion of a building not in general use by the occupants thereof, except standpipes for clothes washers may be installed in toilet and bathroom areas when the clothes washers are installed in the same room. Clothes washers shall not be installed so as to discharge into any gravity line higher than sixty (60) inches above its base. The clothes washer standpipe shall be a minimum length of eighteen (18) inches above the trap and the inlet of the standpipe no higher than sixty (60) inches above the floor. In any structure where indirect waste receptors are to be installed in or flush with the floor, these receptors may be floor sinks or floor drains, and shall be readily accessible. Floor drains used as indirect waste receptors shall meet the following requirements:

1. Have a reservoir capacity a minimum of four (4) inches in diameter and two (2) inches deep;
2. Have a perforated cover equal in area to the diameter of the drain;
3. Have a minimum trap and waste line size of two (2) inches in diameter; and
4. The indirect waste line shall maintain a two (2) inch air gap.

Section 3.1.210 - Point of Discharge.

Section 814.5 of the Uniform Plumbing Code is amended to read as follows: Air-conditioning condensate waste pipes shall connect indirectly, except where permitted in section 814.6, to the drainage system through an air gap or air break to properly trapped and vented receptors, dry wells, leach pits, or the tailpiece of plumbing fixtures. When a fixture tail piece is used for condensate waste, the air gap or air break fitting shall be located no less than six (6) inches above the flood level rim of the fixture served by the tail piece.

A condensate drain line shall be trapped in accordance with the appliance manufacturer's instructions or as approved.

Section 3.1.220 - Condensate Waste From Air-Conditioning Coils.

Section 814.6 of the Uniform Plumbing Code is amended to read as follows; Where the condensate waste from air-conditioning coils discharges by direct connection to a lavatory tailpiece or to an approved accessible inlet on a bathtub overflow, the connection shall be located in the area controlled by the same person controlling the air-conditioned space. The flood level rim of the condensate collection device shall be located no less than six (6) inches above the flood level rim of the fixture served by the tail piece.

Section 3.1.230 - Vent Termination

Section 906.1 of the Uniform Plumbing Code is amended to read as follows; Roof Termination. Each vent pipe or stack shall extend through its flashing and shall terminate vertically not less than six (6) inches (152mm) above the roof not less than one (1) foot (305mm) from the vertical surface.

Exception:

Extension through the wall. With prior approval of the authority having jurisdiction, vent terminals through a wall shall be allowed as an alternative method on residential plumbing remodels where other structural issues make it impractical to install a roof termination without remodeling other areas of the structure. Vent terminals extending through the wall shall terminate at a point not less than ten (10) feet (3048mm) from a lot line and not less than ten (10) feet (3048mm) above average ground level. Vent terminations shall not terminate under an overhang of a structure with soffit vents. Side wall vent terminals shall be protected to prevent birds or rodents from entering or blocking the vent opening.

Sec 3.1.240 - Wet Venting.

Section 908.0 of the Uniform Plumbing Code is amended to read as follows: Groups of fixtures on the same floor may be wet or stack vented provided that:

- (1) The maximum distance from the vent intersection with the waste or soil pipe to the dip of the trap shall be in accordance with Table 1002.2.
- (2) Not more than one fixture unit wastes into a one and one-half (1 ½) inch diameter wet vent. Not more than four (4) fixture units shall waste into a two (2) inch diameter (excluding urinals) or nine (9) fixture units into three (3) inch or larger diameter wet vent.
- (3) Excepting floor drains, no fixtures shall waste into such stack below the closet fixture opening without a proper vent.

- (4) The limit of a horizontal wet vent shall be ten (10) feet developed length.
- (5) A wet vent receiving the discharge from a clothes washer can only be used to wet vent a water closet. The vent intersection shall be no closer than four (4) feet total developed length from the top of the closet flange.

Section 3.1.250- Circuit Venting, Top Floor Option is created to read as follows:

Section 3.1.250 – Circuit Venting, Top Floor Option

When a circuit vent is installed on a top floor, the circuit may loop to the stack vent. Also, the stack vent may be used as the required relief vent.

Section 3.1.260 - Air Admittance Valves is created to read as follows:

Section 3.1.260 – Air Admittance Valves

Air admittance valves shall be allowed as an alternative method on residential plumbing renovations and repairs where structural issues make it impractical to install a conventional vent without remodeling other areas of the structure. Vent systems using air admittance valves shall comply with this Section, including the following requirements:

- (1) Individual and branch-type air admittance valves shall conform to ASSE 1051.
- (2) The valves shall be installed in accordance with the requirements of this Section and the manufacturer's instructions. Air admittance valves shall be installed after the DWV testing required by Sections 105.0 and 712.0 of the Uniform Plumbing Code has been performed.

- (3) Individual vents and branch type air admittance valves shall vent only fixtures that are on the same floor level and connect to a horizontal branch drain.
- (4) Individual and branch air admittance valves shall be located not less than four (4) inches above the horizontal branch drain or fixture drain being vented. The air admittance valve shall be located within the maximum developed length permitted for the vent. The air admittance valve shall be installed not less than six (6) inches above insulation materials when installed in attics.
- (5) Access shall be provided to air admittance valves. Such valves shall be installed in a location that allows air to enter the valve.
- (6) Air admittance valves shall not be located in spaces utilized as supply or return air plenums.
- (7) The air admittance valve shall be rated for the size of the vent to which the valve is connected.
- (8) Each plumbing system shall be vented by one or more vent pipes extending outdoors to the open air, and the aggregate cross-sectional area of which shall be not less than that of the largest required building sewer, as stated in 904.1 of the Uniform Plumbing Code.
- (9) Air admittance valves shall not be used to vent sumps or tanks except where the vent system for the sump or tank has been designed by an engineer.
- (10) A permanent, visible label shall be attached to the panel, enclosure, or trap of the fixture being served stating "AIR ADMITTANCE VALVE INSTALLED".

Section 3.1.270 - TABLE 1002.2

Table 1002.2 of the Uniform Plumbing Code is amended to read as follows:

Table 1002.2
Horizontal Lengths of Trap Arms
(Except for water closets and similar fixtures)*

Trap arm pipe diameter (inches)	distance Trap to vent minimum (inches)	length maximum (inches)
1 1/4	2 1/2	30
1 1/2	3	42
2	4	72
3	6	72
4	8	120
Exceeding 4	2 x Diameter	120

For SI units: 1 inch = 25.4 mm

Provided that the distance for floor drains shall be within fifteen (15) feet of a ventilated line and the distance for bathtubs with one and one-half (1 1/2) inch waste shall be within five (5) feet of a vent.

For trap arms three (3) inches in diameter and larger, the change of direction shall not exceed one hundred and thirty-five (135) degrees without the use of a cleanout.

*The developed length between the trap of a water closet or similar fixture (measured from the top of the closet ring (flange) to inner edge of vent) and its vent shall not exceed six (6) feet.

Section 3.1.280 - Rough Piping Inspection.

Section 1203.3.1 of the Uniform Plumbing Code is amended to read as follows: A rough piping inspection shall be made after all gas piping authorized by the permit has been installed, and

before any such piping has been covered or concealed, or any fixture or appliance has been attached thereto. This inspection shall include a determination that the gas piping size, material and installation meet the requirements of this Code.

When installing any gas opening for a future gas burning appliance in residential gas piping systems, it shall be sized and located according to the following requirements:

1. The future appliance shall be assigned a minimum fifty-five thousand (55,000) BTU value for sizing the gas distribution piping system;
2. For future solid fuel burning fireplaces, the gas opening shall be run to within four (4) feet of the fire box and be controlled by an accessible approved shut-off valve outside the hearth and be properly capped or plugged;
3. For future gas fired appliances, the gas opening shall be run to within three (3) feet of the appliance and be controlled by a readily accessible approved shut-off valve outside the hearth and be properly capped or plugged;
4. The approved required shut-off valve shall be outside of each appliance or fireplace and ahead of the union connection and in addition to any valve on the appliance;
5. When creating a new opening all gas piping must be tested in accordance with this Code; and
6. When extending an existing gas opening, only that branch must be tested in accordance with this Code. When making a gas opening at the meter loop, only that branch must be tested in accordance with this Code.

Exception: When approved by the administrative authority, above procedures may be waived and a soap test administered.

Sec. 3.1.290 – Corrugated Stainless Steel.

Section 1208.5.3.4 of the Uniform Plumbing Code is amended to read as follows: Corrugated stainless steel tubing shall be tested and listed in accordance with the construction, installation, and performance requirements of CSA LC – 1. [NFPA 54:5.6.3.4]. In addition, corrugated stainless steel tubing shall be coated with an electrically conductive jacket compliant with the listing standard of ANSI LC–1/CSA 6.26 – 2014.

Sec. 3.1.300 - Installation of Gas Piping

Section 1210.2 of the Uniform Plumbing Code, is created to read as follows:

All exposed piping installed outdoors shall be elevated not less than three and one half (3½) inches above grade.

Gas piping shall enter or exit the structure above the finish grade, and threaded steel gas piping shall be installed with a swing joint located where the gas piping enters or exits the structure. A "swing joint" means a joint in a threaded pipeline which permits motion in the line in a plane normal to the direction of one part of the line.

Where installed across roof surfaces, gas piping shall be elevated not less than three and one-half (3½) inches above the roof surface. Piping installed above ground, outdoors, and installed across the surface of roofs shall be securely supported and located where it will be protected from physical damage. Where passing through an outside wall, the piping shall also be protected

against corrosion by coating or wrapping with an inert material approved for such applications. The piping shall be sealed around its circumference at the point of the exterior penetration to prevent the entry of water, insects, and rodents. Where piping is encased in a protective pipe sleeve the annular space between the gas piping and the sleeve shall be sealed at the wall to prevent the entry of water, insects, or rodents. [NFPA 54: 6.2.1]

Sec. 3.1.310 – Bonding of CSST Gas Piping.

Section 1211.2 of the Uniform Plumbing Code, is amended to read as follows:

CSST gas piping systems shall be bonded to the electrical service grounding electrode system.

The bonding jumper shall connect to a metallic pipe or fitting between the point of delivery and the first downstream CSST fitting. The bonding jumper shall be not smaller than 6 AWG copper wire or equivalent. Gas piping systems that contain one or more segments of CSST shall be bonded in accordance with this Section. [NFPA 54 – 12:7.13.2].

Exception: This bonding requirement may be eliminated if the CSST is compliant with the listing standard of ANSI LC-1/CSA6.26 – 2014, and the manufacturer's installation instructions for the specific product states that additional bonding is not required.

Sec. 3.1.320 – Installation - LPG.

Section 1212.10.1 of the Uniform Plumbing Code, is amended to read as follows: In areas where natural gas is available for use as a fuel gas, it shall be used as the primary source for fuel gas for R-1, R-2, R-3, and R-4 type occupancy.

Sec. 3.1.322 – Equipment Burning - LPG.

Section 1212.10.2 of the Uniform Plumbing Code, is amended to read as follows: Equipment burning liquefied petroleum gas (LPG) or liquid fuel shall not be located in a pit, an under-floor space, below grade or similar location where vapors or fuel might unsafely collect unless an approved method for the safe collection, removal and containment or disposal of the vapors or fuel is provided.

Exception: Equipment burning liquefied petroleum gas (LPG) that is equipped with an automatically controlled gas valve may be installed below grade of a R-1, R-2, R-3, or R-4 type occupancy, provided that each area where said appliance(s) are located is equipped with a listed, labeled and approved liquefied petroleum gas detection alarm. Detectors shall sound an alarm audible in all areas of the structure and be installed per manufacturers installation instructions.

Sec. 3.1.324 – Sump Pump - LPG.

Section 1212.10.3 of the Uniform Plumbing Code, is amended to read as follows: Only submersible type sump pumps will be acceptable for structures with LPG service.

Sec. 3.1.326 – Log Lighter Valve - LPG.

Section 1212.10.4 of the Uniform Plumbing Code, is amended to read as follows: No LPG log lighter valve shall be allowed to be installed below grade, but they shall be allowed on the main floor with a maximum 50 gallon LPG tank no closer than three (3) feet to a structure. LPG tank must be secured. Valves and fittings must be listed for LPG.

Sec. 3.1.330 - Building Code Provisions.

The provisions of Article 2 of this Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Sec. 3.1.340 - Electrical.

The provisions of Article 4 of this Code shall apply to the installation of electrical systems, including alterations, repairs, replacement equipment, appliances, fixtures, fittings and appurtenances thereto.

Sec. 3.1.350 - Mechanical.

The provisions of Article 5 of this Code shall apply to the installation of vents, combustion air, ventilation, mechanical systems, system components, equipment and appliances applied within HVAC systems.

Sec. 3.1.360 - Fire Prevention.

The provisions of Title 15 of the Code of the City of Wichita for matters within the jurisdiction of the City of Wichita and Chapter 12 of the Sedgwick County Code for matters within the jurisdiction of Sedgwick County shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public

welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of alarm systems and fire hazards in the structure or on the premises.

Sec. 3.1.370 - Apprentice Limitations.

Apprentices shall be permitted to work when accompanied by and under the direct supervision of a Master or Journeyman Plumber, who shall be responsible for the plumbing work done by the Apprentice. There shall be a maximum of four (4) Apprentices per one Master or Journeyman Plumber. The on-site Master or Journeyman shall be responsible for maintaining the ratio of Master/Journeyman Plumbers to Apprentices as required by this Section. If an Apprentice works without the required direct supervision, the Qualified Master, on-site Master or Journeyman Plumber, and/or the Apprentice may be held responsible for violation of this Code.

Sec. 3.1.380 - Applicant Requirements, Examinations; Issuance of Certificates.

Any person desiring to engage in or work at the business of plumbing, plumbing repair, lawn irrigation, water conditioning, gas fitter, or to do such work, shall submit the prescribed application form to the MABCD for a certificate, and if applicant meets the following requirements or is approved by the Board, shall at such time and place as directed be subjected to an examination as to their qualifications. The qualifications are as follows:

- a. A minimum score of seventy-five (75) percent on the "Block Examination"

Master/Journeyman Plumbing Certificate, which is administered by Prometric, or

b. A minimum score of seventy-five (75) percent on the International Code Council Examination for a Master/Journeyman Plumbing Certificate, which is administered by International Code Council, or

c. A satisfactory score on any other standard examination to determine the qualification of a Master/Journeyman Plumbing that is approved and adopted by the State of Kansas, pursuant to state law, following the effective date of this Code. Applicant requirements:

Journeyman Plumber: two (2) years documented Field Experience.

Master Plumber: two (2) years as Journeyman Plumber or four (4) years documented Field Experience.

Journeyman Gas Fitter: two (2) years documented Field Experience.

Master Gas Fitter: two (2) years as Journeyman Plumber or four (4) years documented Field Experience.

Journeyman Drain Layer: two (2) years documented Field Experience.

Master Drain Layer: two (2) years as Journeyman Plumber or four (4) years documented Field Experience.

Journeyman Lawn Irrigation: two (2) years documented Field Experience.

Master Lawn Irrigation: two (2) years as Journeyman Plumber or four (4) years documented Field Experience.

Note: For Journeyman Plumber requirements an applicant may use completion of a technical or trade related school for one (1) year of the required two (2) years. The schooling shall consist of a minimum of nine hundred thirty (930) program hours documented by a certificate of completion.

Sec. 3.1.390 - Fees for Examination and Certificates, Renewing, and Continuing Education Requirements.

(a) The fee for each examination and original certificate of a Master Plumber, Journeyman Plumber, Master Drain Layer, Journeyman Drain Layer, Master Lawn Irrigation, Journeyman Lawn Irrigation, Master Water Conditioning, certified Water Conditioning Installer, Master Gas Fitter or Journeyman Gas Fitter shall be established by the Director of the MABCD to cover the administrative costs of issuing such certificates. This fee shall be paid to the MABCD when the application for a certificate is made. Individuals not holding a certificate at the beginning of the certificate cycle, who obtain a certificate during such certificate cycle by the standardized test required by K.S.A. 12-1508 and any amendments thereto, will be issued the initial certificate without documentation of continuing education. Such certificate will be issued noting the test provider, specific test type and grade. Such test shall be completed during the certificate cycle. All such certificates shall expire on December 31st of each odd numbered year. The biennial fee for all certificates shall be established by the Director of the MABCD to cover the administrative cost of issuing such certificates. All such certificates shall be renewed biennially upon payment established by the Director of the MABCD to cover the administrative costs of issuing such certificates. All certificates shall expire on December 31st of each odd-numbered year and no reduction shall be made for part of the year being elapsed. Any holder of a certificate who fails to renew the same by March 1st after its expiration shall be required to submit one of the following: (1) Proof of completing a new examination in accordance with K.S.A. 12-1508; or (2) proof of completing an additional one and one-half (1½) hours of continuing education hours,

pursuant to K.S.A. 12-1509, for each three (3) month period the renewal is late and only when the original certificate was issued pursuant to K.S.A. 12-1508. It is the total responsibility of the certificate holder to assure that his/her certificate has been renewed and is valid.

(b) Individuals passing the examination in the first year of a renewal cycle will need to provide documentation of twelve (12) hours of approved continuing education when renewing their certificate. Not less than six (6) hours shall consist of plumbing code education. The continuing education shall be attended during the certificate cycle. Individuals passing the examination in the second year of a renewal cycle will need to provide documentation of six (6) hours approved continuing education when renewing their certificate. Not less than three (3) hours shall consist of plumbing code education. The continuing education shall be attended during the second year of the certificate cycle. Individuals with an active certificate that passed the examination prior to the first year of the renewal cycle must provide written proof of having completed biennially not less than twelve (12) hours of continuing education approved by the MABCD. Not less than six (6) hours shall consist of plumbing code education. Continuing education shall be provided by the MABCD or a nationally recognized trade association, community college, technical school, technical college or other provider approved by the MABCD. All twelve (12) hours of education shall comply with the MABCD's continuing education guidelines for plumbing.

Sec. 3.1.400 - Licenses.

Any person engaging or desiring to engage in the business of plumbing, plumbing repair, drain laying, lawn irrigation, water conditioning, gas fitting or gas fitting repair shall, before obtaining

any permit or transacting any business, obtain a license therefore from the Director of the MABCD, which license shall expire on December 31st of each odd-numbered year.

Sec. 3.1.410 - Certain Persons Exempt from License Requirements.

Any person, corporation, business, government entity or similar entity not engaged in the business of plumbing within the scope of this Code who has in his/her regular and permanent employment a person or persons who possess a current and valid journeyman or master plumbing certificate shall be permitted to have such person or persons perform maintenance and repair work, that does not require a permit, on buildings and premises that are owned, leased, operated or managed by him/her shall be exempt from this Code, as pertains to licenses but shall be subject to all other requirements pertaining to this Code.

Sec. 3.1.420 - Revocation of Certificates and Licenses.

The Board is authorized to cancel and recall any certificate or license obtained in accordance with the provisions of Article 3 of this Code for any or all of the following reasons:

1. Abandonment of any contract without legal cause; or
2. Diversion of funds or property received for performance or completion of a specific contract, or for a specific purpose in the performance or completion of any contract, and the application or use for any other contract, obligation or purpose, or the failure, neglect or refusal to use such funds or property for the performance or completion of such contract; or
3. Violation of any provisions of this Code or the failure or refusal to comply with any lawful order of the administrative authority; or

4. Misrepresentation of a material fact by the applicant in obtaining a license; or
5. The failure of any such master plumber, master gas fitter, master drain layer, master lawn irrigation, master water conditioning, journeyman plumber, journeyman gas fitter, journeyman drain layer or journeyman lawn irrigation, journeyman water conditioning to fully satisfy all claims for labor and materials used in the performance of any work for which he has been engaged and for which he has been paid; or
6. Use of a license to obtain permits for another; or
7. Carelessness or negligence in providing safety measures for the protection of workmen and the public; or
8. Failure to obtain permits or schedule required inspections; or
9. Unreasonable delay in the performance and carrying out of any contract; or
10. A Qualified Master who allows or permits an uncertified individual to engage in the business of plumbing, plumbing repair, lawn irrigation, water conditioning, or gas fitting; or
11. Any person who installs, removes, alters, repairs or replaces or causes to be installed, removed, altered, repaired or replaced, any plumbing, gas or drainage piping work or fixture or water heating or treating equipment in a building or premises without first obtaining the proper permit to do such work from the MABCD; or
12. Failure to obtain an excavation permit from the department of public works-engineering prior to performing any excavation work on public property within the City limits of the City of Wichita, and said permit to be obtained in accordance with the terms of Chapter 10.20 of the

Code of the City of Wichita, or who fails to obtain a separate permit for each building or structure or for any additional work other than authorized in the permit; or

13. A licensed contractor who allows another person to do or cause to be done any work under a permit secured by said contractor except those persons in his employment.

Sec. 3.1.430 - Owner Occupants--Minor Repairs.

Regardless of the requirements of other sections of this Code, the owner-occupant of a single-family dwelling may obtain permits to repair, replace, or maintain the existing plumbing systems in such single-family dwelling and the usual accessory buildings in connection with such dwelling; provided, however, that the owner-occupant shall perform all such work and that the work so performed is in accordance with this Code as verified by an inspection requested by such owner-occupant and performed by the MABCD. No permit shall be required for minor repairs or alterations which do not exceed two hundred dollars (\$200.00) as the price charged for such work, but such work shall comply with all requirements of this Code.

Sec. 3.1.440 - Owner-Occupants Permit, Fee, Examination, and Requirements.

The owner-occupant of a detached single-family dwelling occupied or to be occupied by the owner-occupant applying for the permit may be permitted to install plumbing systems in the main structure and accessory structures thereto provided all materials are purchased and all labor is performed by the applicant. Owner-occupants applying for permits for installations as outlined above shall first qualify themselves by successfully passing an open book examination dealing with relevant provisions of this Code. Successful passage of the examination shall qualify the

applicant for future permits until the time of adoption of another edition of the Code by the MABCD. Prior to permit approval, the applicant shall also submit a plan of the installation drawn in a format acceptable to and drawn in sufficient detail as to satisfy the Director of the MABCD of the overall Code compliance of the anticipated installation. Permit fees shall be as set forth elsewhere in this Code and in Article 2 provided, however, that each additional inspection owing to detected Code deficiencies requiring correction shall be billed at the rate as determined by the Director of the MABCD. Permits for installations in completely new residences and/or total remodel permits shall be limited to one (1) in three (3) years to each applicant unless a waiver is obtained, upon written application, from the Board.

Sec. 3.1.450. Insurance Requirements. See Article 1.4(c) of this Code.

Sec. 3.1.460. Licensed Contractors--Established Place of Business Required. See Article 1.4(a) of this Code.

Sec. 3.1.470 - Licensed Contractors--Marking of Vehicles. See Article 1.4(b) of this Code.

Sec. 3.1.480 - Truth in Advertising Requirements. See Article 1.4(d) of this Code.

Article 3, Section 2 – PREFABRICATED ASSEMBLIES

Sec. 3.2.010 – Definitions.

The following definitions shall apply in the interpretation of this Section:

1. "Prefabricated assembly" means a structural unit, the integral parts of which have been built up or assembled prior to incorporation in the building or to being erected as a building unit.

2. "Approved agency" means an established and recognized agency regularly engaged in conducting tests or furnishing inspection services.

Sec. 3.2.020 – Certificates of Approval.

A certificate of approval by an approved agency shall be furnished with every prefabricated assembly, except where the assembly is readily accessible to inspection at the site. The certificate of approval shall certify that the assembly in question has been inspected and meets the requirements of Article 3 of this Code.

Sec. 3.2.030 – Field Erection.

Placement of prefabricated assemblies at the building site shall be inspected by the plumbing inspector to determine compliance herewith.

Sec. 3.2.040 – Master Plumber's certificate or approved agency certification.

The installation of plumbing, house drainage, gas piping, fixtures and appliances within or on any prefabricated assembly to be erected shall be performed under the supervision of a person who has secured a master plumber's certificate as approved by the Director of the MABCD when certified as defined in Sec. 3.1.380 of this Code.

Sec. 3.2.050 – Permit required.

Final connections of the plumbing and gas piping services to the prefabricated assembly shall be made by a licensed master plumber, and for each assembly placed within the MABCD jurisdiction, as applicable, he shall secure a permit according to Article 3 of this Code.

SECTION 3.

This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of November, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and
Director of Law

OCA _____

First Published in The Wichita Eagle on _____

DELINEATED

DATE

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE INTERNATIONAL PLUMBING CODE, 2015 EDITION, UNIFORM PLUMBING CODE, 2015 EDITION, AND PORTIONS OF BOTH THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION, AND THE INTERNATIONAL FUEL GAS CODE, 2015 EDITION, WITHIN THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1.

Article 1, Section 2, Table H - is hereby amended to read as follows:

TABLE H

MABCD Plumbing Code – Permit Fees

SECTION 2.

Article 3 – Article 3 of the Unified Building and Trade Code is repealed in its entirety and replaced with the following:

ARTICLE 3 – ~~UNIFORM~~ MABCD PLUMBING CODE

Article 3, Section A – BOARD OF APPEALS OF PLUMBERS AND GAS FITTERS

Sec. 3.A.010 - Board of Appeals – Created, Composition

There is authorized a board of plumbing and gas fitters appeals which shall consist of the Director of the Metropolitan Area Building and Construction Department ("MABCD"), or the duly authorized representative, who shall serve as the secretary of the board, and seven other members, as follows:

- (1) One mechanical contractor (appointed by the City);
- (2) One master plumber (appointed by the County);
- (3) One master lawn sprinkler (appointed by the City);
- (4) One journeyman plumber (appointed by the County);
- (5) One mechanical engineer (appointed by the County);
- (6) One master plumber contractor (appointed by the City); and
- (7) One public at large member (appointed jointly).

The board shall elect its own chairman and make such rules as are necessary for the conduct of its business.

Sections 107.1 and 107.2 of the 2015 Uniform Plumbing Code are deleted in their entirety.

Sec. 3.A.020 - Board of Appeals of Plumbers and Gas Fitters.

(a) The Board shall act as a board of appeals in making a determination of any appeal arising from the actions of the administrative authority. Appeals shall be made in writing, and the appellant may appear in person before the Board or be represented by an attorney, and may introduce evidence to support their claim. Appeals shall be submitted in writing at least ten (10) working days in advance of the Board meeting and the appeals shall be heard at reasonable times at the convenience of the Board, but not later than the next regularly scheduled Board meeting. The appellant shall cause to be made at their own expense, any tests or research required by the Board to substantiate their claims.

(b) The Board shall, upon the request of the administrative authority, interpret sections of this Code, as adopted by reference herein, as to the approval of plumbing materials and methods allowed under this Code.

(c) Where conditions exist on any plumbing job which are not specifically provided for by this Code, or where it would be impracticable to follow its provisions, the Board may grant a variance from the strict application of the provisions of this Code. The person or persons desiring such variance shall submit all data and information necessary or as may be required by the Board to enable it to make its decision, and if after thorough study of the desired variance it determines that the granting of such request would not act in contravention to the welfare of the public, it shall have the authority to grant the variance.

(d) The Board may consider applications for the use of materials or methods of installation not specifically covered in this Code, or for a change in the grading or quality of materials or for a change in methods of installation as set forth in this Code and accept, modify, or reject the same as affording the same degree of safety, sanitation and performance as the materials or methods provided for herein. The Board may use established standards of nationally recognized laboratories and research organizations in making its determination to accept, modify, or reject the application. The applicant shall submit to the Board all necessary information as may be required by the Board in order for it to make its determination, and any expense incurred for the payment of laboratory reports and tests shall be borne by the applicant. If, after a thorough study of the application and upon the basis of such study, it is determined that the public interest would be best served, would not be detrimental to the health and welfare of the public and would afford the same degree of safety and sanitation as elsewhere provided for in this Code, the Board may

approve the application; or should it be determined that it is against public interest, would be detrimental to the health and welfare of the public, would not afford the same degree of safety and sanitation as elsewhere provided for in this Code, the Board shall deny the application.

Sec. 3.A.030 – Administrative Authority.

The administrative authority duly appointed to enforce the standard code shall be the Director of the MABCD or designees(s). The terms “administrative authority”, “building official”, and Director of MABCD are synonymous. The administrative authority shall have the authority to promulgate such rules and regulation as are necessary to carry out the purpose of the standard code and such rules and regulations shall be effective upon approval by the governing bodies. The administrative authority shall have the authority to refer to the Board of Appeals of Plumbers and Gas Fitters that relates to the approval of plumbing material and methods as the same relate to the standard code.

Sec. 3.A.040 – Plumbing inspector qualifications; Appointment.

Within the jurisdiction of the MABCD, all commercial plumbing inspectors shall have had a minimum of five (5) years of practical experience in this field as a Journeyman or Master Plumber and hold a current plumbing certificate and shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD. Upon satisfaction of the minimum qualifications for the appropriate jurisdiction, the Director of the MABCD shall have the discretion to appoint the employees as a combination inspector.

Section 103.1 of the Uniform Plumbing Code shall be deleted in its entirety.

Article 3, Section 1 – ~~UNIFORM~~ MABCD PLUMBING CODE

Sec. 3.1.010 – ~~Uniform~~ MABCD Plumbing Code.

The Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials (IAPMO), ~~2012~~ 2015 Edition, including the Appendixes and Installation Standards thereto and including the Uniform Plumbing Code's latest edition of Table ~~1401-1~~ 1701.1 excluding:

Sections ~~102.1, 102.2, 102.3, 102.3.1, 103.1, 107.1, 107.2,~~

Table No. ~~103.4~~ 104.5 Plumbing Permit Fees,

Sections 312.13, 312.14,

Sections 422.1, 422.1.1, 422.2, 422.2.1, 422.3, 422.4, 422.4.1, 422.5,

Table 422.1

Sections 604.10.1, 609.11, 609.11.1, 609.11.2,

Part II of Chapter 7: Building Sewers,

Sections ~~609.4~~ 807.3,

Sections 1014.0, 1015.0,

Section 1210.1.5

Appendix F,

Appendix H,

~~APP L 6.0, App L 7.0~~

and except for amendments set forth in this Section, is by reference incorporated herein and made a part of this Code as though set forth at length herein, and is hereby adopted as a part of the Wichita-Sedgwick County Unified Building and Trade Code, Article 3, ~~Uniform~~ MABCD Plumbing Code. In lieu of Appendix H and Chapter 7 Part II, within the jurisdiction of the unincorporated area of Sedgwick County, and adopting second and third class cities, Chapter 23 of the Sedgwick County Code, entitled Sewers and Sewage Disposal, shall apply. In lieu of

Appendix H and Chapter 7 Part II, within the jurisdiction of the City of Wichita, Title 16 of the Code of the City of Wichita, entitled Sewers, Sewage Disposal and Drains shall apply.

Within the Sedgwick County Jurisdiction, the International Plumbing Code, 2015 Edition, in its entirety, and the International Residential Code, 2015 Edition, Chapters 1 and 24 through 33—to the extent that such code provisions apply to plumbing matters—both codes published by the International Code Council, Inc., are by reference incorporated herein and made a part of this Code as though set forth at length herein, and are hereby adopted as a part of the Wichita/Sedgwick County Unified Building and Trade Code entitled Article 3, MABCD Plumbing Code.

Within the Sedgwick Jurisdiction, the International Fuel Gas Code, 2015 Edition published by the International Code Council, Inc., to the extent that said code’s provisions are referred to within the International Plumbing Code, 2015 Edition and the provisions of the International Residential Code, 2015 Edition that pertain to plumbing matters, said International Fuel Gas Code is by reference incorporated herein and made a part of this Code as though set forth at length herein, and said International Fuel Gas Code is also hereby adopted as a part of the Wichita/Sedgwick County Unified Building and Trade Code entitled Article 3, MABCD Plumbing Code.

Sec. 3.1.015 – Operation of dual plumbing codes incorporated within the MABCD Plumbing Code within the Sedgwick County Jurisdiction.

SEDGWICK COUNTY JURISDICTION ONLY

The following provisions describe the manner in which the MABCD will operate with dual plumbing codes incorporated into this MABCD Plumbing Code within the Sedgwick County Jurisdiction:

- (a) At the time that a permit is applied for under this Code or any other action is taken to initiate work on a project under this Code, the contractor or property owner who obtains the permit shall indicate whether that work will be completed pursuant to the provisions of the 2015 Uniform Plumbing Code, as amended by this Code, or the 2015 International Plumbing Code / 2015 International Residential Code (jointly termed “2015 ICC”). After such designation, the work will be required to meet the terms of the selected code until the permitted work is completed.
- (b) In the event that any contractor or other person begins work without selecting a code or without obtaining a permit, the default code that will be applied to their work and any possible enforcement action is the 2015 Uniform Plumbing Code, with amendments included within this Code.
- (c) On matters involving the 2015 ICC, the Director of the MABCD and his/her designee are granted the authority to issue administrative waivers, distinct from any other similar procedures contained within this Code, pursuant to Section 105.1 of the 2015 International Plumbing Code, which reads as follows, such that the Director and his/her designee would be considered the “code official”:

Where there are practical difficulties in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, upon application of the owner or owner’s authorized agent, provided the code official shall first find that special individual reason makes the strict letter of

this code impractical and the modification conforms to the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modification shall be recorded and entered in the files of the plumbing inspection department [MABCD].

Furthermore, any contractor or other person completing work under a permit utilizing the 2015 ICC shall be authorized to complete that work consistent with any of the local amendments to the 2015 Uniform Plumbing Code, without the requirement of obtaining an administrative waiver.

(d) All administrative waivers considered and decided by the Director and his/her designee pursuant to subsection (c) shall be reported to the Sedgwick County Board of County Commissioners.

(e) Any party aggrieved by an administrative waiver decision of the Director and his/her designee pursuant to subsection (c) may have an appeal heard by the Board of Appeals of Plumbers and Gas Fitters, pursuant to Sec. 3.A.020 of this Code.

(f) For any plumbing permits that have been applied for prior to the effective date of the 2015 ICC adoption and have not been finalized prior to such effective date, the party that pulled the permit may contact the MABCD in writing within 30 days after the effective date of the 2015 ICC to request that the 2015 ICC apply to their permit. Unless a timely request is received by the MABCD, all permits applied for prior to the effective date of the 2015 ICC adoption will be required to meet the requirements of this Code that existed on the date that the party applied for the permit.

(g) Regardless of which plumbing code a permit designates, the same fees included within Article 1.2 of the Wichita-Sedgwick County Unified Building and Trade Code shall apply.

Sec. 3.1.020 – Section 101.1 of the ~~2006~~ 2015 Uniform Plumbing Code.

Section 101.1 of the ~~2012~~ 2015 Uniform Plumbing Code shall be amended to read as follows:

~~These regulations shall be known as the Unified Plumbing Code, and will be referred to herein as "this Code".~~ With the exception of Sections 3.1.030, 3.1.040, and 3.1.050 (which apply to all of this Code), all of the subsequent provisions of this Code modify and apply to the 2015 Uniform Plumbing Code.

Sec. 3.1.030 – Schedule of fees. See Article 1.2 of this Code.

Sec. 3.1.040 – Investigation fees. See ~~Sec. 2.4.020~~ Article 1.2 (e) of this Code.

Sec. 3.1.050- Definitions.

Unless otherwise specified, the following terms, as used in this Section, shall mean as follows:

'Apprentice' means an individual who works as an employee in training under the direct supervision of a Journeyman Plumber or Master Plumber. An apprentice is not a certified individual.

'Board' means that board appointed for Plumbers and Gas Fitters for the purpose of reviewing code interpretations taken by the building code enforcement division, granting variances from the code reviewing license applications and license suspensions and revocation.

'Code' means the MABCD Plumbing Code and Article 3 of this Code, as adopted by the MABCD.

'Direct supervision' means that the apprentice is limited to the same structure and/or building site as the journeyman or master plumber, except in the case of one and two-family residential development, where the apprentice may be on the job site within five hundred (500) feet of where the journeyman or master is working.

'Field Experience' means working under the direct supervision of a person having a valid Journeyman Plumber or Master Plumber certificate or attending trade related schooling. No more than one year of the requirement may be satisfied by trade related schooling. Schooling shall consist of a minimum of nine hundred thirty (930) program hours documented by a certificate of completion.

'Journeyman Gas Fitter' means a person who has been approved by the MABCD showing that individual to be qualified to do gas piping, make repairs to gas piping systems or in any work at the trade of gas piping for a Licensed Contractor. That individual shall have a current certificate showing him or her to be so qualified.

'Journeyman Plumber' A journeyman plumber is a person who has been approved by the MABCD showing that individual to be qualified to do plumbing or gas piping, venting work, and work at the trade of plumbing and gas piping for a Licensed Contractor. That individual shall have a current certificate showing him or her to be so qualified. A Journeyman Plumber is deemed to be a Journeyman Gas Fitter, Journeyman Drain Layer, Journeyman Lawn Irrigation, Journeyman Sewer Cleaner and certified Water Conditioning Installer by definition.

'Licensed Contractor' means a person, firm, partnership, corporation, limited liability company, association or combination thereof, that has acquired a plumbing, gas fitter, lawn irrigation, drain laying, or certified Water Conditioning license from the MABCD, who undertakes or offers to undertake for another, for hire, the planning, laying out, supervising and installing or making

additions, alterations, and repairs in the installation of plumbing, drains, gas fittings, lawn irrigation or plumbing systems.

'Licensed Trade' or 'trade' means the mechanical, electrical, plumbing or gas fitting trade, as the context of this Code may require.

'Master Gas Fitter' means a person who has been approved by the MABCD showing that individual to be qualified to engage in the business of gas piping systems and who has a current certificate showing him or her to be so qualified.

'Master Plumber' means a person who has been approved by the MABCD showing that individual to be qualified to engage in the business of plumbing and gas piping, the installation of plumbing and gas fixtures and appliances, and who has a current certificate showing him or her to be so qualified. A Master Plumber is deemed to be a Master Gas Fitter, Master Drain Layer, Master Lawn Irrigation, Master Sewer Cleaner and Certified Water Conditioning installer by definition.

'Qualified Master' means an individual who holds a master certificate issued pursuant to this Code evidencing such person to be qualified to control and have authority of all technical work performed under the authority of the licensed contractor's enterprise, and assures quality control and is responsible for complying with all applicable laws, codes and regulations. An individual shall not be the Qualified Master for more than one licensed contractor's enterprise unless such individual receives approval from the Director of the MABCD or an authorized representative thereof and approved by the Board.

Sec. 3.1.055. – Use of License to Obtain Permits for Another.

Licensed Contractors are prohibited from pulling permits for other persons to complete work for which this Code requires the Licensed Contractor, as the permit holder, to be the party to complete the work.

Sec. 3.1.058. – Requirement to Obtain Permit.

All persons who install, remove, alter, repair or replace or cause to be installed, removed, altered, repaired or replaced, any plumbing, gas or drainage piping work or fixture or water heating or treating equipment in a building or premises shall be required to obtain the proper permit from the MABCD in order to do such work.

~~Sec. 3.1.050~~060. – Sleeves.

Section 312.10 of the Uniform Plumbing Code is amended to read as follows: Sleeves shall be provided to protect all piping through concrete and masonry walls, or concrete floors.

Exceptions:

- (1) Sleeves shall not be required where openings are drilled or bored; and
- (2) sleeves shall not be required for DWV pipes going through concrete basement floors or slab on grade.

~~Sec. 3.1.060~~070– Test Gauges.

Section 318.0 of the Uniform Plumbing Code is amended to read as follows: In performing the prescribed piping tests as required elsewhere in this Code, a spring type gauge may be used provided the required maximum capacity of the gauge used for the ten (10) psi, for fifteen (15) minutes test, be thirty (30) psi and the required maximum capacity of the spring type gauge used for the sixty (60) psi, for thirty (30) minutes test, be one hundred (100) psi.

Sec. 3.1.070080– Drainage Connection.

Section 414.3 of the Uniform Plumbing Code is amended to read as follows: Commercial dishwashing machines shall discharge indirectly through an air gap or direct connection in accordance with Section 704.3 with floor drain protection.

Sec. 3.1.075085– ~~Table 4-1 amended.~~ Minimum Plumbing Fixtures.

Section 422.0 of the Uniform Plumbing Code is amended to read as follows: Minimum Number of Plumbing Fixtures shall be in accordance with MABCD's current adopted version of the International Building Code - (Table 2902.1) and all amendments thereto as adopted into the Wichita-Sedgwick County Unified Building and Trade Code.

Sec. 3.1.080090– Backflow Prevention Devices, Assemblies and Methods.

Section 603.01 of the Uniform Plumbing Code is amended to read as follows: No person shall install any water-operated equipment or mechanism, or use any water treating chemical or substance, if it is found that such equipment, mechanism, chemical or substance may cause pollution or contamination of the domestic water supply. Such equipment or mechanism may be permitted only when equipped with an approved backflow prevention device. In addition to the general requirements of Section 603.0, Cross Connection Control, Backflow prevention devices and methods shall conform to Title 17.10 of the Code of the City of Wichita. Registration of backflow testers and test reporting is required by the Authority Having Jurisdiction over backflow testing. Test reports must be maintained by the testing provider and supplied to the Authority Having Jurisdiction, and the backflow device owner. Where, in any specific case, sections of this Code specify different material, methods of construction or requirements in conflict with other local laws or ordinances, the most restrictive shall govern.

Sec. 3.1.~~090~~100 - Protection from Lawn Sprinklers and Irrigation Systems.

Section 603.5.6 of the Uniform Plumbing Code is amended to read as follows: Potable water supplies to systems having no pumps or connections for pumping equipment, and no chemical injection or provisions for chemical injection, shall be protected from backflow by one of the following devices: (1) Pressure vacuum breaker, (2) Spill-resistant vacuum breaker, ~~or~~ (3) Reduced-pressure backflow preventer, or (4) air gap.

Sec. 3.1.~~400~~110 - Backflow Device Downstream from a Potable Water Supply Pump.

Section 603.5.6.2 of the Uniform Plumbing Code is amended to read as follows: Where systems have a device installed downstream of a potable water supply pump or a potable water supply pump connection, the device shall be one of the following: (1) Pressure vacuum breaker, (2) Spill resistant vacuum breaker, ~~or~~ (3) Reduced-pressure backflow preventer, or (4) air gap.

Sec. 3.1.120 - Deck-Mounted and Equipment-Mounted Vacuum Breakers.

Section 603.5.13 of the Uniform Plumbing Code is amended to read as follows:

Deck-mounted or equipment-mounted vacuum breakers shall be installed in accordance with their listing and the manufacture's installation instructions, with the critical level not less than six (6) inches (15.24 cm) above the flood-level rim.

Sec. 3.1.~~440~~130 - Protection from Fire Systems.

Section 603.5.~~45~~14.2 of the Uniform Plumbing Code is amended to read as follows: Where contaminant chemicals (ethylene glycol, corrosion inhibitors, or other chemicals) are added to a fire protection system supplied from a potable water supply, the potable water system shall be protected by one of the following: (1) Reduced pressure backflow preventer, or (2) Reduced pressure detector assembly. Fire protection systems using low hazard materials must be protected

with appropriate protection and clearly labeled per NFPA requirements with MSDS documentation permanently maintained at the backflow device. Devices approved for low hazard potable water system protection include the following: (1) Double check backflow preventer, and (2) Double check detector assembly.

Sec. 3.1.420140 - Excessive Water Pressure.

Section 608.2 of the Uniform Plumbing Code is amended to read as follows: Where static water pressure in the water supply piping is in excess of one hundred (100) ~~pounds per square inch (689 kPa)~~ psi, an approved type pressure regulator preceded by an adequate strainer shall be installed and the static pressure reduced to one hundred (100) ~~pounds per square inch (689 kPa)~~ psi or less. Such regulator(s) shall control the pressure to all water outlets in the building unless otherwise approved by the administrative authority. Each such regulator and strainer shall be accessibly located aboveground or in a vault equipped with a properly sized and sloped bore-sighted drain to daylight, shall be protected from freezing, and shall have the strainer readily accessible for cleaning without removing the regulator or strainer body or disconnecting the supply piping. All pipe size determinations shall be based on eighty percent (80%) of the reduced pressure when using Table 610.4.

***Table 604.1 inserted.**

TABLE 604.1
MATERIALS FOR BUILDING SUPPLY AND WATER DISTRIBUTION PIPING AND FITTINGS

MATERIAL	BUILDING SUPPLY PIPE AND FITTINGS	WATER DISTRIBUTION PIPE AND FITTINGS	REFERENCED STANDARD(S) PIPE	REFERENCED STANDARD(S) FITTINGS
Copper and Copper Alloys	X	X	ASTM B42, ASTM B43, ASTM B75, ASTM B88, ASTM B135, ASTM B251 ASTM B302, ASTM B447	ASME B16.15, ASME B16.18, ASME B16.22, ASME B16.26, ASME B16.51
CPVC	X	X	ASTM D2846, ASTM F441, ASTM F442, CSA B137.6	ASTM D2846, ASTM F437, ASTM F438, ASTM F439, ASTM F1970, CSA B137.6

CPVC-AL-CPVC	X	X	ASTMF2855	ASTMD2846
Ductile-Iron	X	X	AWWA C151	ASME B16.4, AWWA C110, AWWAC153
Galvanized Steel	X	X	ASTMA53	–
Malleable Iron	X	X	–	ASMEB16.3
PE**	X	** ** –	ASTM D2239, ASTM D2737, ASTM D3035, A WW A C901, CSA B137.1	ASTM D2609, ASTM D2683, ASTM D3261, ASTM F1055, CSA B137.1
PE-AL-PE	X	X	ASTM F1282, CSA B137.9	ASTM F1282, ASTM F1974, CSA B137.9
PE-RT	X	X	ASTMF2769	ASTM F1807, ASTM F2098, ASTM F2159, ASTM F2735, ASTMF2769
PEX	X	X	ASTM F876, ASTM F877, CSA B137.5, AWWA C904*	ASSE 1061, ASTM F877, ASTM F1807, ASTM F1960, ASTM F1961, ASTM F2080, ASTM F2159, ASTM F2735, CSA B137.5
PEX-AL-PEX	X	X	ASTM F1281, CSA B137.10, ASTM F2262	ASTM F1281, ASTM F1974, ASTM F2434, CSA B137.10
PP	X	X	ASTM F2389, CSA B137.11	ASTM F2389, CSA B137.11
PVC	X	–	ASTM D1785, ASTM D2241, AWWA C900	ASTM D2464, ASTM D2466, ASTM D2467, ASTM F1970
Stainless Steel	X	X	ASTM A269, ASTM A312	–

Sec. 3.1.150, TABLE 604.1, MATERIALS FOR BUILDING SUPPLY AND WATER

DISTRIBUTION PIPING AND FITTINGS. The following footnote has been added to Table 604.1; **Polyethylene (PE) water service piping may extend inside a structure to the building master shut off valve; provided there are no branches taken off ahead of the building master shut off valve.

Sec. 3.1.430160 - Installation.

Section 609.1 of the Uniform Plumbing Code is amended to read as follows: All water piping shall be adequately supported in accordance with Section 313.0, Table 313.1, and to the satisfaction of the administrative authority. Burred ends shall be reamed to the full bore of the pipe.

Changes in direction shall be made by the appropriate use of the fittings, except that changes in direction in copper tubing may be made with bends having a radius of not less than six (6) diameters of the tubing, providing that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's installation instructions. Provisions shall be made for expansion in hot water piping.

The depth of a water service line shall be at least thirty-six (36) inches below finished grade. Such service shall be not less than five (5) feet from any tree on public property (repair or replacement of an existing service is exempt from this requirement). The water service pipe shall be laid in a ditch separate from other underground pipes or conduits. There shall be not less than eighteen (18) inches of solid undisturbed earth between water service pipes and other underground pipes and conduits. All piping, equipment appurtenances and devices shall be installed in a workmanlike manner in conformity with the provisions and intent of this Code.

~~Sec.3.1.140 —Vitrified Clay Pipe and Fittings.~~

~~Section 701.1.3 of the Uniform Plumbing Code is amended to read as follows: No vitrified clay pipe or fittings shall be used aboveground or where pressurized by a pump or ejector. They shall be kept at least twelve (12) inches (305 mm) belowground. No vitrified clay pipe or fittings shall be allowed inside a building or structure. Vitrified clay pipe and fittings may be used for repairs to existing clay pipe building sewers if the work conforms to Title 16 of the Code of the City of Wichita.~~

~~Sec. 3.1.150~~170 – Solvent Welding.

Section 705.~~7.5~~2 of the Uniform Plumbing Code is amended to read as follows: Plastic pipe and fittings designed to be joined by solvent cementing shall comply with the ~~appropriate IAPMO~~

~~Installation Standards. ABS pipe and fittings shall be cleaned and then joined with solvent cement(s).~~ manufacturer's installation instructions and the following:

PVC pipe and fittings must be cleaned and joined with primer(s) and solvent cement(s).

Non-pressure PVC pipe and fittings may be joined without primer by using a medium body, one step cement that must be listed by the cement manufacturer for use without primer and so stated on the label.

Sec. 3.1.180 - Discharge Line

Section 710.4 of the Uniform Plumbing Code is amended to read as follows: The discharge line from such ejector, pump, or other mechanical device shall be of approved material and be provided with an accessible backwater or swing check valve and gate or ball valve. Where the gravity drainage line to which such discharge line connects is horizontal, the method of connection shall be from the top through a wye branch fitting. The gate or ball valve shall be located on the discharge side of the backwater or check valve.

Gate or ball valves, where installed in drainage piping, shall be the fullway type with working parts of corrosion-resistant metal. Sizes four (4) inches (100 mm) or more in diameter shall have cast-iron bodies, and sizes less than four (4) inches (100mm), cast-iron or copper alloy bodies.

Sec. 3.1.460190 - Media.

Section 712.1 of the Uniform Plumbing Code is amended to read as follows: The piping of the plumbing, drainage, and venting systems shall be tested with water or air. The Authority Having Jurisdiction, as defined in the Uniform Plumbing Code, may require the removal of any cleanouts, etc., to ascertain whether the pressure has reached all parts of the system. When the temperature wherein the drainage system is located is above twenty degrees (20°) Fahrenheit, a

water test as set forth in Section 712.2 may be made. After the plumbing fixtures have been set and their traps filled with water, they shall be submitted to a final test.

NOTE: Chapter 7, Part II Building Sewers is deleted and sewers are regulated by Wichita's "Title 16".

Sec. 3.1.470200 - Indirect Waste Receptors.

Section 804.1 of the Uniform Plumbing Code is amended to read as follows: All plumbing fixtures or other receptors receiving the discharge of indirect waste pipes shall be approved for the use proposed, and shall be of such shape and capacity as to prevent splashing or flooding, and shall be located where they are readily accessible for inspection and cleaning. No indirect waste receptor shall be installed in any toilet rooms, closet, cupboard or storeroom, nor in any other portion of a building not in general use by the occupants thereof, except standpipes for clothes washers may be installed in toilet and bathroom areas when the clothes washers are installed in the same room. Clothes washers shall not be installed so as to discharge into any gravity line higher than sixty (60) inches above its base. The clothes washer standpipe shall be a minimum length of eighteen (18) inches above the trap and the inlet of the standpipe no higher than sixty (60) inches above the floor. In any structure where drains indirect waste receptors are to be installed in or flush with the floor, they these receptors may be floor sinks or floor drains, and shall be readily accessible, provided floor drains. Floor drains used as indirect waste receptors shall meet the following requirements:

1. Have a reservoir capacity a minimum of four (4) inches in diameter and two (2) inches deep;
2. Have a perforated cover equal in area to the diameter of the drain;
3. Have a minimum trap and waste line size of two (2) inches in diameter; and

4. The indirect waste line shall maintain a two (2) inch air gap.

Section 3.1.210 - Point of Discharge.

Section 814.5 of the Uniform Plumbing Code is amended to read as follows: Air-conditioning condensate waste pipes shall connect indirectly, except where permitted in section 814.6, to the drainage system through an air gap or air break to properly trapped and vented receptors, dry wells, leach pits, or the tailpiece of plumbing fixtures. When a fixture tail piece is used for condensate waste, the air gap or air break fitting shall be located no less than six (6) inches above the flood level rim of the fixture served by the tail piece.

A condensate drain line shall be trapped in accordance with the appliance manufacturer's instructions or as approved.

Section 3.1.220 - Condensate Waste From Air-Conditioning Coils.

Section 814.6 of the Uniform Plumbing Code is amended to read as follows; Where the condensate waste from air-conditioning coils discharges by direct connection to a lavatory tailpiece or to an approved accessible inlet on a bathtub overflow, the connection shall be located in the area controlled by the same person controlling the air-conditioned space. The flood level rim of the condensate collection device shall be located no less than six (6) inches above the flood level rim of the fixture served by the tail piece.

Section 3.1.230 - Vent Termination

Section 906.1 of the Uniform Plumbing Code is amended to read as follows; Roof Termination. Each vent pipe or stack shall extend through its flashing and shall terminate vertically not less than six (6) inches (152mm) above the roof not less than one (1) foot (305mm) from the vertical surface.

Exception:

Extension through the wall. With prior approval of the authority having jurisdiction, vent terminals through a wall shall be allowed as an alternative method on residential plumbing remodels where other structural issues make it impractical to install a roof termination without remodeling other areas of the structure. Vent terminals extending through the wall shall terminate at a point not less than ten (10) feet (3048mm) from a lot line and not less than ten (10) feet (3048mm) above average ground level. Vent terminations shall not terminate under an overhang of a structure with soffit vents. Side wall vent terminals shall be protected to prevent birds or rodents from entering or blocking the vent opening.

Sec 3.1.480240 - Wet Venting.

Section 908.0 of the Uniform Plumbing Code is amended to read as follows: Groups of fixtures on the same floor may be wet or stack vented, provided that:

(1) The maximum distance from the vent intersection with the waste or soil pipe to the dip of the trap shall be in accordance with Table 1002.2.

~~(2) A fixture may be wet vented when a~~ Not more than one fixture unit wastes into a one and one-half (1 ½) inch diameter wet vent. Not more than four (4) fixture units shall waste into a two (2) inch diameter (excluding urinals) or nine (9) fixture units into three (3) inch or larger diameter wet vent.

(3) Excepting floor drains, no fixtures shall waste into such stack below the closet fixture opening without a proper vent.

(4) The limit of a horizontal wet vent shall be ten (10) feet developed length.

(5) A wet vent receiving the discharge from a clothes washer can only be used to wet vent a water closet. The vent intersection shall be no closer than four (4) feet total developed length from the top of the closet flange.

Section 3.1.250- Circuit Venting, Top Floor Option is created to read as follows:

Section 3.1.250 – Circuit Venting, Top Floor Option

When a circuit vent is installed on a top floor, the circuit may loop to the stack vent. Also, the stack vent may be used as the required relief vent.

Section 3.1.260 - Air Admittance Valves is created to read as follows:

Section 3.1.260 – Air Admittance Valves

Air admittance valves shall be allowed as an alternative method on residential plumbing renovations and repairs where structural issues make it impractical to install a conventional vent without remodeling other areas of the structure. Vent systems using air admittance valves shall comply with this Section, including the following requirements:

- (1) Individual and branch-type air admittance valves shall conform to ASSE 1051.
- (2) The valves shall be installed in accordance with the requirements of this Section and the manufacturer's instructions. Air admittance valves shall be installed after the DWV testing required by Sections 105.0 and 712.0 of the Uniform Plumbing Code has been performed.
- (3) Individual vents and branch type air admittance valves shall vent only fixtures that are on the same floor level and connect to a horizontal branch drain.
- (4) Individual and branch air admittance valves shall be located not less than four (4) inches above the horizontal branch drain or fixture drain being vented. The air admittance valve shall be located within the maximum developed length

- permitted for the vent. The air admittance valve shall be installed not less than six
- (6) inches above insulation materials when installed in attics.
- (5) Access shall be provided to air admittance valves. Such valves shall be installed
- in a location that allows air to enter the valve.
- (6) Air admittance valves shall not be located in spaces utilized as supply or return air
- plenums.
- (7) The air admittance valve shall be rated for the size of the vent to which the valve
- is connected.
- (8) Each plumbing system shall be vented by one or more vent pipes extending
- outdoors to the open air, and the aggregate cross-sectional area of which shall be
- not less than that of the largest required building sewer, as stated in 904.1 of the
- Uniform Plumbing Code.
- (9) Air admittance valves shall not be used to vent sumps or tanks except where the
- vent system for the sump or tank has been designed by an engineer.
- (10) A permanent, visible label shall be attached to the panel, enclosure, or trap of the
- fixture being served stating "AIR ADMITTANCE VALVE INSTALLED".

Section 3.1.190270 - TABLE 1002.2

Table 1002.2 of the Uniform Plumbing Code is amended to read as follows:

***New Table 1002.2 inserted.**

Table 1002.2
Horizontal Lengths of Trap Arms
(Except for water closets and similar fixtures)*

Trap arm pipe diameter (inches)	distance Trap to vent minimum (inches)	length maximum (inches)
1 1/4	2 1/2	30
1 1/2	3	42
2	4	72
3	6	72
4	8	120
Exceeding 4	2 x Diameter	120

For SI units: 1 inch = 25.4 mm

Provided that the distance for floor drains shall be within fifteen (15) feet of a ventilated line and the distance for bathtubs with one and one-half (1 ½) inch waste shall be within five (5) feet of a vent.

For trap arms three (3) inches in diameter and larger, the change of direction shall not exceed one hundred and thirty-five (135) degrees without the use of a cleanout.

*The developed length between the trap of a water closet or similar fixture (measured from the top of the closet ring (flange) to inner edge of vent) and its vent shall not exceed six (6) feet.

Section 3.1.200280 - Rough Piping Inspection.

Section 1203.3.1 of the Uniform Plumbing Code is amended to read as follows: A rough piping inspection shall be made after all gas piping authorized by the permit has been installed, and before any such piping has been covered or concealed, or any fixture or appliance has been attached thereto. This inspection shall include a determination that the gas piping size, material and installation meet the requirements of this Code.

When installing any gas opening for a future gas burning appliance in residential gas piping systems, it shall be sized and located according to the following requirements:

1. The future appliance shall be assigned a minimum fifty-five thousand (55,000) BTU value for sizing the gas distribution piping system;
2. For future solid fuel burning fireplaces, the gas opening shall be run to within four (4) feet of the fire box and be controlled by an accessible approved shut-off valve outside the hearth and be properly capped or plugged;
3. For future gas fired appliances, the gas opening shall be run to within three (3) feet of the appliance and be controlled by a readily accessible approved shut-off valve outside the hearth and be properly capped or plugged;
4. The approved required shut-off valve shall be outside of each appliance or fireplace and ahead of the union connection and in addition to any valve on the appliance;
5. When creating a new opening all gas piping must be tested in accordance with this Code; and
6. When extending an existing gas opening, only that branch must be tested in accordance with this Code. When making a gas opening at the meter loop, only that branch must be tested in accordance with this Code.

Exception: When approved by the administrative authority, above procedures may be waived and a soap test administered.

Sec. 3.1.~~205~~290 – Corrugated Stainless Steel.

Section 1208.5.3.4 of the Uniform Plumbing Code is amended to read as follows: Corrugated stainless steel tubing shall be tested and listed in accordance with the construction, installation, and performance requirements of CSA LC – 1. [NFPA 54:5.6.3.4]. In addition, corrugated stainless steel tubing shall be coated with an electrically conductive jacket compliant with the listing standard of ANSI LC–1/CSA 6.26 – 2014.

~~Sec. 3.1.210—Gas Piping Above Ground and Above Roofs.~~

~~Section 1211.2.1 of the Uniform Plumbing Code, is amended to read as follows:~~

~~All piping installed outdoors shall be elevated not less than three and one half (3½) inches above grade and enter or exit the structure above the finish grade. Where installed across roof surfaces, shall be elevated not less than three and one half (3½) inches above the roof surface. Piping installed above ground, outdoors, and installed across the surface of roofs shall be securely supported and located where it will be protected from physical damage. Where passing through an outside wall, the piping shall also be protected against corrosion by coating or wrapping with an inert material approved for such applications. Where piping is encased in a protective pipe sleeve the annular space between the gas piping and the sleeve shall be sealed at the wall to prevent the entry of water, insects, or rodents. [NFPA 54: 6.2.1]~~

Sec. 3.1.300 - Installation of Gas Piping

Section 1210.2 of the Uniform Plumbing Code, is created to read as follows:

All exposed piping installed outdoors shall be elevated not less than three and one half (3½) inches above grade.

Gas piping shall enter or exit the structure above the finish grade, and threaded steel gas piping shall be installed with a swing joint located where the gas piping enters or exits the structure. A "swing joint" means a joint in a threaded pipeline which permits motion in the line in a plane normal to the direction of one part of the line.

Where installed across roof surfaces, gas piping shall be elevated not less than three and one-half (3½) inches above the roof surface. Piping installed above ground, outdoors, and installed across the surface of roofs shall be securely supported and located where it will be protected from physical damage. Where passing through an outside wall, the piping shall also be protected

against corrosion by coating or wrapping with an inert material approved for such applications.

The piping shall be sealed around its circumference at the point of the exterior penetration to prevent the entry of water, insects, and rodents. Where piping is encased in a protective pipe sleeve the annular space between the gas piping and the sleeve shall be sealed at the wall to prevent the entry of water, insects, or rodents. [NFPA 54: 6.2.1]

Sec. 3.1.~~243~~310 – Bonding of CSST Gas Piping.

Section ~~1210.15.2~~1211.2 of the Uniform Plumbing Code, is amended to read as follows:

CSST gas piping systems shall be bonded to the electrical service grounding electrode system.

The bonding jumper shall connect to a metallic pipe or fitting between the point of delivery and the first downstream CSST fitting. The bonding jumper shall be not smaller than 6 AWG copper wire or equivalent. Gas piping systems that contain one or more segments of CSST shall be bonded in accordance with this Section. [NFPA 54 – 12:7.13.2].

Exception: This bonding requirement may be eliminated if the CSST is compliant with the listing standard of ANSI LC-1/CSA6.26 – 2014, and the manufacturer’s installation instructions for the specific product states that additional bonding is not required.

Sec. 3.1.~~245~~320 – Installation - LPG.

Section ~~1212.2~~10.1 of the Uniform Plumbing Code, is amended to read as follows: In areas where natural gas is available for use as a fuel gas, it shall be used as the primary source for fuel gas for R-1, R-2, R-3, and R-4 type occupancy.

Sec. 3.1.~~246~~322 – Equipment Burning - LPG.

Section ~~1212.2~~310.2 of the Uniform Plumbing Code, is amended to read as follows: Equipment burning liquefied petroleum gas (LPG) or liquid fuel shall not be located in a pit, an under-floor

space, below grade or similar location where vapors or fuel might unsafely collect unless an approved method for the safe collection, removal and containment or disposal of the vapors or fuel is provided.

Exception: Equipment burning liquefied petroleum gas (LPG) that is equipped with an automatically controlled gas valve may be installed below grade of a R-1, R-2, R-3, or R-4 type occupancy, provided that each area where said appliance(s) are located is equipped with a listed, labeled and approved liquefied petroleum gas detection alarm. Detectors shall sound an alarm audible in all areas of the structure and be installed per manufacturers installation instructions.

Sec. 3.1.217324 – Sump Pump - LPG.

Section 1212.2.410.3 of the Uniform Plumbing Code, is amended to read as follows: Only submersible type sump pumps will be acceptable for structures with LPG service.

Sec. 3.1.218326 – Log Lighter Valve - LPG.

Section 1212.2.510.4 of the Uniform Plumbing Code, is amended to read as follows: No LPG log lighter valve shall be allowed to be installed below grade, but they shall be allowed on the main floor with a maximum 50 gallon LPG tank no closer than three (3) feet to a structure. LPG tank must be secured. Valves and fittings must be listed for LPG.

~~Sec. 3.1.219 – Swing Joint – LPG.~~

~~Section 1201.2.6 of the Uniform Plumbing Code, is created to read as follows: All metallic LPG underground service lines shall be installed with a swing joint located at the structure being served. A "swing joint" means a joint in a threaded pipeline which permits motion in the line in a plane normal to the direction of one part of the line.~~

Sec. 3.1.220330 - Building Code Provisions.

The provisions of Article 2 of this Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Sec. 3.1.~~230~~340 - Electrical.

The provisions of Article 4 of this Code shall apply to the installation of electrical systems, including alterations, repairs, replacement equipment, appliances, fixtures, fittings and appurtenances thereto.

Sec. 3.1.~~240~~350 - Mechanical.

The provisions of Article 5 of this Code shall apply to the installation of vents, combustion air, ventilation, mechanical systems, system components, equipment and appliances applied within HVAC systems.

Sec. 3.1.~~250~~360 - Fire Prevention.

The provisions of Title 15 of the Code of the City of Wichita for matters within the jurisdiction of the City of Wichita and Chapter 12 of the Sedgwick County Code for matters within the jurisdiction of Sedgwick County shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of alarm systems and fire hazards in the structure or on the premises.

Sec. 3.1.260 – Definitions is now 3.1.050.

Sec. 3.1.~~270~~370 - Apprentice Limitations.

Apprentices shall be permitted to work when accompanied by and under the direct supervision of a Master or Journeyman Plumber, who shall be responsible for the plumbing work done by the Apprentice. There shall be a maximum of four (4) Apprentices per one Master or Journeyman Plumber. The on-site Master or Journeyman shall be responsible for maintaining the ratio of Master/Journeyman Plumbers to Apprentices as required by this Section. If an Apprentice works without the required direct supervision, the Qualified Master, on-site Master or Journeyman Plumber, and/or the Apprentice may be held responsible for violation of this Code.

Sec. 3.1.280380 - Applicant Requirements, Examinations; Issuance of Certificates.

Any person desiring to engage in or work at the business of plumbing, plumbing repair, lawn irrigation, water conditioning, gas fitter, or to do such work, shall submit the prescribed application form to the MABCD for a certificate, and if applicant meets the following requirements or is approved by the Board, shall at such time and place as directed be subjected to an examination as to their qualifications. The qualifications are as follows:

- a. A minimum score of seventy-five (75) percent on the "Block Examination" Master/Journeyman Plumbing Certificate, which is administered by Prometric, or
- b. A minimum score of seventy-five (75) percent on the International Code Council Examination for a Master/Journeyman Plumbing Certificate, which is administered by International Code Council, or
- c. A satisfactory score on any other standard examination to determine the qualification of a Master/Journeyman Plumbing that is approved and adopted by the State of Kansas, pursuant to state law, following the effective date of this Code. Applicant requirements:
Journeyman Plumber: two (2) years documented Field Experience.

Master Plumber: two (2) years as Journeyman Plumber or four (4) years documented Field Experience.

Journeyman Gas Fitter: two (2) years documented Field Experience.

Master Gas Fitter: two (2) years as Journeyman Plumber or four (4) years documented Field Experience.

Journeyman Drain Layer: two (2) years documented Field Experience.

Master Drain Layer: two (2) years as Journeyman Plumber or four (4) years documented Field Experience.

Journeyman Lawn Irrigation: two (2) years documented Field Experience.

Master Lawn Irrigation: two (2) years as Journeyman Plumber or four (4) years documented Field Experience.

Note: For Journeyman Plumber requirements an applicant may use completion of a technical or trade related school for one (1) year of the required two (2) years. The ~~training~~ schooling shall consist of a minimum of ~~two hundred forty (240)~~ nine hundred thirty (930) program hours of ~~classroom training~~ documented by a certificate of completion.

Sec. 3.1.~~290~~390 - Fees for Examination and Certificates, Renewing, and Continuing Education Requirements.

(a) The fee for each examination and original certificate of a Master Plumber, Journeyman Plumber, Master Drain Layer, Journeyman Drain Layer, Master Lawn Irrigation, Journeyman Lawn Irrigation, Master Water Conditioning, certified Water Conditioning Installer, Master Gas Fitter or Journeyman Gas Fitter shall be established by the Director of the MABCD to cover the administrative costs of issuing such certificates. This fee shall be paid to the MABCD when the application for a certificate is made. Individuals not holding a certificate at the beginning of the certificate cycle, who obtain a certificate during such certificate cycle by the standardized test required by K.S.A. 12-1508 and any amendments thereto, will be issued the initial certificate

without documentation of continuing education. Such certificate will be issued noting the test provider, specific test type and grade. Such test shall be completed during the certificate cycle. All such certificates shall expire on December 31st of each odd numbered year. The biennial fee for all certificates shall be established by the Director of the MABCD to cover the administrative cost of issuing such certificates. All such certificates shall be renewed biennially upon payment established by the Director of the MABCD to cover the administrative costs of issuing such certificates. All certificates shall expire on December 31st of each odd-numbered year and no reduction shall be made for part of the year being elapsed. Any holder of a certificate who fails to renew the same by March 1st after its expiration shall be required to submit one of the following: (1) Proof of completing a new examination in accordance with K.S.A. 12-1508; or (2) proof of completing an additional one and one-half (1½) hours of continuing education hours, pursuant to K.S.A. 12-1509, for each three (3) month period the renewal is late and only when the original certificate was issued pursuant to K.S.A. 12-1508. It is the total responsibility of the certificate holder to assure that his/her certificate has been renewed and is valid.

(b) Individuals passing the examination in the first year of a renewal cycle will need to provide documentation of twelve (12) hours of approved continuing education when renewing their certificate. Not less than six (6) hours shall consist of plumbing code education. The continuing education shall be attended during the certificate cycle. Individuals passing the examination in the second year of a renewal cycle will need to provide documentation of six (6) hours approved continuing education when renewing their certificate. Not less than three (3) hours shall consist of plumbing code education. The continuing education shall be attended during the second year of the certificate cycle. Individuals with an active certificate that passed the examination prior to the first year of the renewal cycle must provide written proof of having completed biennially not

less than twelve (12) hours of continuing education approved by the MABCD. Not less than six (6) hours shall consist of plumbing code education. Continuing education shall be provided by the MABCD or a nationally recognized trade association, community college, technical school, technical college or other provider approved by the MABCD. All twelve (12) hours of education shall comply with the MABCD's continuing education guidelines for plumbing.

Sec. 3.1.~~300~~400 - Licenses.

Any person engaging or desiring to engage in the business of plumbing, plumbing repair, drain laying, lawn irrigation, water conditioning, gas fitting or gas fitting repair shall, before obtaining any permit or transacting any business, obtain a license therefore from the Director of the MABCD, which license shall ~~All certificates shall~~ expire on December 31st of ~~the year in which~~ so issued each odd-numbered year.

Sec. 3.1.~~340~~410 - Certain Persons Exempt from License Requirements.

Any person, corporation, business, government entity or similar entity not engaged in the business of plumbing within the scope of this Code who has in his/her regular and permanent employment a person or persons who possess a current and valid journeyman or master plumbing certificate shall be permitted to have such person or persons perform maintenance and repair work, that does not require a permit, on buildings and premises that are owned, leased, operated or managed by him/her shall be exempt from this Code, as pertains to licenses but shall be subject to all other requirements pertaining to this Code.

Sec. 3.1.~~320~~420 - Revocation of Certificates and Licenses.

The Board is authorized to cancel and recall any certificate or license obtained in accordance with the provisions of Article 3 of this Code for any or all of the following reasons:

1. Abandonment of any contract without legal cause; or
2. Diversion of funds or property received for performance or completion of a specific contract, or for a specific purpose in the performance or completion of any contract, and the application or use for any other contract, obligation or purpose, or the failure, neglect or refusal to use such funds or property for the performance or completion of such contract; or
3. Violation of any provisions of this Code or the failure or refusal to comply with any lawful order of the administrative authority; or
4. Misrepresentation of a material fact by the applicant in obtaining a license; or
5. The failure of any such master plumber, master gas fitter, master drain layer, master lawn irrigation, master water conditioning, journeyman plumber, journeyman gas fitter, journeyman drain layer or journeyman lawn irrigation, journeyman water conditioning to fully satisfy all claims for labor and materials used in the performance of any work for which he has been engaged and for which he has been paid; or
6. Use of a license to obtain permits for another; or
7. Carelessness or negligence in providing safety measures for the protection of workmen and the public; or
8. Failure to obtain permits or schedule required inspections; or
9. Unreasonable delay in the performance and carrying out of any contract; or
10. A Qualified Master who allows or permits an uncertified individual to engage in the business of plumbing, plumbing repair, lawn irrigation, water conditioning, or gas fitting; or
11. Any person who installs, removes, alters, repairs or replaces or causes to be installed, removed, altered, repaired or replaced, any plumbing, gas or drainage piping work or fixture or

water heating or treating equipment in a building or premises without first obtaining the proper permit to do such work from the MABCD; or

12. Failure to obtain an excavation permit from the department of public works-engineering prior to performing any excavation work on public property within the City limits of the City of Wichita, and said permit to be obtained in accordance with the terms of Chapter 10.20 of the Code of the City of Wichita, or who fails to obtain a separate permit for each building or structure or for any additional work other than authorized in the permit; or

13. A licensed contractor who allows another person to do or cause to be done any work under a permit secured by said contractor except those persons in his employment.

~~Sec. 3.1.330430~~ - Owner Occupants--Minor Repairs.

Regardless of the requirements of other sections of this Code, the owner-occupant of a single-family dwelling may obtain permits to repair, replace, or maintain the existing plumbing systems in such single-family dwelling and the usual accessory buildings in connection with such dwelling; provided, however, that the owner-occupant shall perform all such work and that the work so performed is in accordance with this Code as verified by an inspection requested by such owner-occupant and performed by the MABCD. No permit shall be required for minor repairs or alterations which do not exceed two hundred dollars (\$200.00) as the price charged for such work, but such work shall comply with all requirements of this Code.

~~Sec. 3.1.340440~~ - Owner-Occupants Permit, Fee, Examination, and Requirements.

The owner-occupant of a detached single-family dwelling occupied or to be occupied by the owner-occupant applying for the permit may be permitted to install plumbing systems in the main structure and accessory structures thereto provided all materials are purchased and all labor

is performed by the applicant. Owner-occupants applying for permits for installations as outlined above shall first qualify themselves by successfully passing an open book examination dealing with relevant provisions of this Code. Successful passage of the examination shall qualify the applicant for future permits until the time of adoption of another edition of the Code by the MABCD. Prior to permit approval, the applicant shall also submit a plan of the installation drawn in a format acceptable to and drawn in sufficient detail as to satisfy the Director of the MABCD of the overall Code compliance of the anticipated installation. Permit fees shall be as set forth elsewhere in this Code and in Article 2 provided, however, that each additional inspection owing to detected Code deficiencies requiring correction shall be billed at the rate as determined by the Director of the MABCD. Permits for installations in completely new residences and/or total remodel permits shall be limited to one (1) in three (3) years to each applicant unless a waiver is obtained, upon written application, from the Board.

Sec. 3.1.~~350~~450. Insurance Requirements. See Article 1.4(c) of this Code.

Sec. 3.1.~~360~~460. Licensed Contractors--Established Place of Business Required. See Article 1.4(a) of this Code.

Sec. 3.1.~~370~~470 - Licensed Contractors--Marking of Vehicles. See Article 1.4(b) of this Code.

Sec. 3.1.~~380~~480 - Truth in Advertising Requirements. See Article 1.4(d) of this Code.

Article 3, Section 2 – PREFABRICATED ASSEMBLIES

Sec. 3.2.010 – Definitions.

The following definitions shall apply in the interpretation of this Section:

1. "Prefabricated assembly" means a structural unit, the integral parts of which have been built up or assembled prior to incorporation in the building or to being erected as a building unit.

2. "Approved agency" means an established and recognized agency regularly engaged in conducting tests or furnishing inspection services.

Sec. 3.2.020 – Certificates of Approval.

A certificate of approval by an approved agency shall be furnished with every prefabricated assembly, except where the assembly is readily accessible to inspection at the site. The certificate of approval shall certify that the assembly in question has been inspected and meets the requirements of Article 3 of this Code.

Sec. 3.2.030 – Field Erection.

Placement of prefabricated assemblies at the building site shall be inspected by the plumbing inspector to determine compliance herewith.

Sec. 3.2.040 – Master Plumber's certificate or approved agency certification.

The installation of plumbing, house drainage, gas piping, fixtures and appliances within or on any prefabricated assembly to be erected shall be performed under the supervision of a person who has secured a master plumber's certificate as approved by the Director of the MABCD when certified as defined in Sec. 3.1.380 of this Code.

Sec. 3.2.050 – Permit required.

Final connections of the plumbing and gas piping services to the prefabricated assembly shall be made by a licensed master plumber, and for each assembly placed within the MABCD jurisdiction, as applicable, he shall secure a permit according to Article 3 of this Code.

SECTION 3.

This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and
Director of Law

<u>Amendment</u>	<u>Topic</u>	<u>Restriction</u>	<u>Explanation</u>
Section 3.A.010	Board of Appeals	n/a	carryover
Section 3.A.020	Board of Appeals	n/a	carryover
Section 3.A.030	Admin Authority	n/a	carryover
Section 3.A.040	Inspector Qual.	less	section deleted
Section 3.1.010	UPC overview	n/a	updated with amended areas
Section 3.1.020	UPC overview	n/a	carryover
Section 3.1.030	schedule of fees	n/a	carryover
Section 3.1.040	investigation fees	n/a	numerical ref. change only
Section 3.1.050	definitions	n/a	moves defs to front of doc.
Section 3.1.060	sleeves	n/a	carry over
Section 3.1.070	test gauges	n/a	carry over
Section 3.1.080	drainage connects	n/a	carry over
Section 3.1.085	fixture count	n/a	carry over
Section 3.1.090	backflow devices	n/a	broadened
Section 3.1.100	backflow sprinklers	less	adds air gaps
Section 3.1.110	backflow downstream	less	adds air gaps
Section 3.1.120	deck mounted equ.	more	raising equipmnt levels to 6"
Section 3.1.130	fire system protection	n/a	NFPA requirements permanent displayed on backflow
Section 3.1.140	excess water pressure	n/a	carry over
Section 3.1.150	Table 604.1	less	PE may extend inside structure
Section 3.1.160	Installation	less	grandfathers existing equmnt.
** vitrified clay pipes and fittings deleted			
Section 3.1.170	solvent welding	less	IAPMO requirements removed

Section 3.1.180	discharge line	less	allows more materials
Section 3.1.190	media	n/a	minor language clean up
Section 3.1.200	indirect waste rec.	n/a	carry over
Section 3.1.210	point of discharge	more	moves equipmt placement to prevent HVAC damage
Section 3.1.220	condensate waste	more	same as above
Section 3.1.230	vent termination	less	allows exception through wall
Section 3.1.240	wet venting	less	allows more liberal wet venting
Section 3.1.250	circuit venting	less	allows circuit to loop stack vent
Section 3.1.260	air admit valves	less	allows use of AAV's
Section 3.1.270	table 1002.2	less	provides a range of trap dist's
Section 3.1.280	rough piping insp.	n/a	minor language cleanup
Section 3.1.290	corrugated SS	n/a	carryover
Section 3.1.300	install of gas pipe	n/a	gives more definition in regards to threaded steel piping
Section 3.1.310	CSST gas piping	n/a	carryover
Section 3.1.320	installation LPG	n/a	carryover
Section 3.1.322	equipment LPG	n/a	carryover
Section 3.1.324	sump pump LPG	n/a	carryover
Section 3.1.326	log lighter valves	n/a	carryover
Section 3.1.330	building code provs.	n/a	carryover
Section 3.1.340	electrical code provs.	n/a	carryover
Section 3.1.350	mech. code provs.	n/a	carryover
Section 3.1.360	fire code provs.	n/a	carryover
Section 3.1.370	apprentice limits	n/a	carryover

Section 3.1.380	applicant requmnts	n/a	carryover
Section 3.1.390	fees	n/a	carryover
Section 3.1.400	licensing	n/a	carryover
Section 3.1.410	license exemptions	n/a	carryover
Section 3.1.420	license susp/rev.	n/a	carryover
Section 3.1.430	home owners	n/a	carryover
Section 3.1.440	home owner test	n/a	carryover
Section 3.1.450	insurance requmnts	n/a	carryover
Section 3.1.460	place of business	n/a	carryover
Section 3.1.470	vehicle markings	n/a	carryover
Section 3.1.480	advertising	n/a	carryover
Section 3.2.010	prefab assbly	n/a	carryover
Section 3.2.020	certificates	n/a	carryover
Section 3.2.030	field erection	n/a	carryover
Section 3.2.040	certification	n/a	carryover
Section 3.2.050	permit required	n/a	carryover

**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

SUBJECT: Cargill Waterline Relocation Agreement (Districts I and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the agreement and budget, and adopt the resolution.

Background: Cargill is currently in the process of making significant improvements to its plant located near 13th Street and Mosley. One of the requirements of the improvements is to install a new fire service line. The needed fire protection will require extension of a 20-inch waterline from an existing waterline located near McAdams Park. Cargill is responsible for 100% of the cost of the project and will hire a contractor to complete the work.

Analysis: After discussions with Cargill's consultant, it was decided that the best route for the new line is in the 14th Street right-of-way. The City of Wichita will own and maintain the portion within City right-of-way and easement. Due to the size, length, and routing of the fire service line, the City has requested to inspect the line during construction.

Financial Considerations: Cargill will reimburse the City for inspection services and construction oversight. The agreement and cost estimate shall set the parameters for reimbursement. An expenditure budget of \$46,000 for this project will be established within the Water Utility. The project budget will also reflect revenue in the form of a reimbursement from Cargill in the same amount.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendations/Action: It is recommended that the City Council approve the agreement and budget, adopt the resolution and authorize the necessary signatures.

Attachments: Agreement, budget sheet, and resolution.

RESOLUTION NO. 16-418

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Cargill Water Fire Service (PPW 1978)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$46,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$49,680** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,

pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on November 4, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 16-418, duly adopted November 1, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Cargill Water Fire Service (PPW 1978)

(the “Project”) at an estimated cost, including related design and engineering expenses of \$46,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$49,680 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 1, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Project Request

☐ CIP ☒ Non-CIP

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION: Distribution

RESOLUTION/ORDINANCE #: _____

ENGINEERING REFERENCE #: PPW 1978

FUND: 544 Water Construction

COUNCIL DISTRICT: 01 Council District 1

DATE COUNCIL APPROVED: 11/1/16

REQUEST DATE: _____

PROJECT #: 776078

PROJECT TITLE: Cargill Funded Water Fire Service PPW 1978

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Cargill Funded Water Fire Service PPW 1978

OCA #: 636458

OCA TITLE: Cargill Funded Water Fire Service PPW 1978

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4572

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
8030 State	\$46,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$46,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$46,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$46,000.00

NOTES:

All costs to be fully reimbursed by Cargill

SIGNATURES REQUIRED

DIVISION HEAD: _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 10/18/16

DATE: 10/11/16

DATE: 10/13/2016

DATE: _____

RESOLUTION NO. 16-_____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Cargill Water Fire Service (PPW 1978)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is \$46,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$49,680 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,

pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____, 2016.

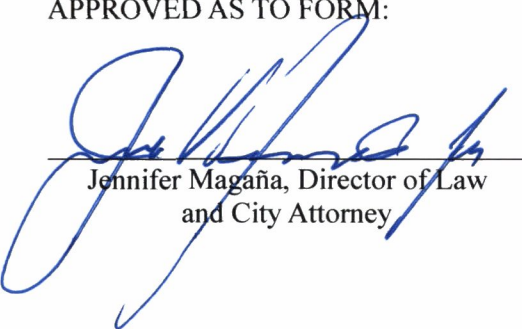
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on _____, 2016.)

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This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

**DEVELOPMENT AGREEMENT
FOR WATER MAIN EXTENSION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the "City"), CARGILL, INCORPORATED, a Delaware corporation, through its Cargill Agricultural Supply Chain North America business ("Cargill").

SUMMARY

This Agreement provides for the installation of a new 20" water main from an existing City owned and maintained 48" water main in McAdams Park to a new fire water pump room in an existing warehouse on Cargill property located at 1401 North Mosley, Wichita, Kansas. The purpose of the water main is to provide fire water service to Cargill for a new fire suppression system. The construction cost, including inspection, of the new 20" water main will be borne 100% by Cargill. After construction is complete, the City will maintain the public portion of the line. All public portions of the water main will be located within City rights-of-way or easements. A portion of the City maintained water main will be in an easement on Cargill property. Cargill will maintain the portion of the water main on its property that is not in an easement.

BACKGROUND AND RECITALS

A. Cargill is installing a new fire suppression system at its Wichita facility, requiring an extension of the existing water main.

B. The expansion of the existing water main will be an important contribution to the continued economic development of the Wichita metropolitan area.

C. The installation and inspection of the new 20" water main will proceed in accordance with this Agreement

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Cargill, intending to be legally bound, agree as follows:

SECTION 1 DEFINITIONS AND EXHIBITS

1.1 Certain Definitions. For purposes of this Agreement, each of the following terms, when used with an initial capital letter, shall have the following meaning:

"Agreement" means this Development Agreement.

"City Council" means the City Council of the City of Wichita.

"City Representative" means the City Engineer or his/her designee.

"Contractors" means the prime contractor and such other contractors, subcontractors, and suppliers that are engaged by Cargill for construction of the Project.

"Drawings and Specifications" means the engineering drawings and specifications prepared by MKEC for the Project work.

"Parties" means the City and Cargill. *"Party"* means any one of the Parties.

"MKEC" means MKEC Engineering, Inc.

"Private Improvements" means the improvements designed, constructed, financed, and maintained by Cargill on Cargill property, whether accomplished during construction of the Project or at a later date.

"Project" means, collectively, the construction of the new 20" water main.

"Project Completion" means when the City Engineer certifies in writing to the City that the construction of the Project has been completed in accordance with the provisions of the Drawings and Specifications and accepted by the City.

1.2 Other Definitions. In addition to the terms defined in Section 1.1, other terms will have the definitions provided elsewhere in this Agreement.

1.3 Exhibits. The exhibits identified in this Agreement and attached to it, or otherwise identified by the signing or initialing of the Parties, are incorporated by reference and made a part of this Agreement as though they were fully set forth in the text of this Agreement.

SECTION 2 DESIGN AND CONSTRUCTION OF NEW WATER MAIN

Under the terms of this Agreement, Cargill will privately award, and pay 100% of the cost of, contracts for design and construction of the new water main. The City will provide construction-phase services under the terms of section 2.5. Cargill will reimburse the City for construction-phase services as set forth in section 2.4.2 and 2.4.3.

2.1 Permits. Cargill will at its cost obtain all permits required by United States Army Corps of Engineers, the Kansas Departments of Agriculture (Division of Water Resources) and Health and Environment for development of the Project.

2.2 Engineering. Cargill has engaged MKEC to develop the Drawings and Specifications. City staff will review and approve the Drawings and Specifications. Cargill will be solely responsible for payments to MKEC.

2.3 Construction Contract. Cargill will, by negotiation with select constructors, select and contract with the prime construction contractor for the Project work.

2.3.1 The scope of the prime construction contract for the 20" water main will include the water main installation, curb/gutter repairs, asphalt repairs, concrete driveway removal and replacement, grass restoration and traffic control, as needed.

2.3.2 Cargill will be solely responsible for establishing the original Project construction schedule and all schedule-related decisions during progress of the work.

2.3.3 Cargill will be solely responsible for payments to the prime contractor, and will indemnify and hold the City harmless from any payment claims asserted against the City by the prime contractor or any of its first-tier subcontractors or suppliers.

2.4 City construction-phase services. The City will provide to Cargill the following construction-phase services for Project:

- construction inspection
- project safety and coordination meetings
- initial review of contractor applications for payment; and
- acceptance/rejection of the contractor's work.

The City's proposed staffing, schedule of hours, and billing rates are established on Exhibit 2.4.

2.4.1 The City will be providing construction-phase services for the entire project, including construction on Cargill property.

2.4.2 Cargill will reimburse the City for construction-phase services based on the hours actually expended on the Project, billed at the rates as shown on Exhibit 2.4; **but in no event more than \$45,168.88 (the "NTE") for the entire Project. Any increase in the NTE must be approved in writing by the Cargill project manager.**

2.4.3 Cargill will pay the City's invoice for construction-phase services rendered in the previous month within 15 days after its receipt of the City's invoice.

2.4.4 City staff must copy the project manager on all written and e-mail communications with the Cargill contractor(s).

2.5 Project Manager. Cargill will designate a project manager with responsibility for administering the construction contract, including all decisions involving project costs (including change orders) and schedule. With the exception of change orders for the portion of

the line that is publicly owned and maintained, which will be approved by both parties, the City and its staff will have no responsibility or authority to approve change orders affecting Project cost or schedule.

2.6 *Post-completion maintenance.* Subject to the warranty obligation in § 6.2.2, maintenance of the new water main within City rights-of-way or within Cargill-granted easements will upon Project Completion become the responsibility of the City.

SECTION 3 ADDITIONAL OBLIGATIONS OF CITY

3.1 *Approvals.* Whenever a matter requires the approval of City or the City Representative under this Agreement, the City and the City Representative shall work closely and in good faith with Cargill in an effort to achieve the high quality Project contemplated by this Agreement consistent with the projected completion dates.

3.2 *Other Documentation.* The City Representative will, to the extent permitted by law, provide to Cargill any other information or documentation reasonably requested by Cargill to assist Cargill in the performance of its obligations under this Agreement.

SECTION 4 INSURANCE, BONDING, AND INDEMNIFICATION

4.1 *Types of Coverage.* Cargill shall cause its prime construction contractor to carry workers' compensation and liability insurance, with reasonable limits, covering its activities on the Project. Cargill will establish in the contract with its prime construction contractor the individual policy terms and coverage requirements.

4.2 *Indemnification.* Cargill and City are and will be throughout the term of this Agreement independent contractors as to each other. Each party recognizes that it shall be solely responsible for its own conduct, including without limitation its own fault, as to any aspect of the Agreement. In the event any claim is made or any action is filed arising out of this Agreement or the services to be performed under it, the parties anticipate that each will defend said claim or action on its own behalf, and will pay, settle, or otherwise dispose of any demand or judgment against it consistent with the provisions of the Kansas comparative negligence statute, K.S.A. §60-258a, in effect on the date of this Agreement. In the event either party is made to respond in damages for the fault of the other party, then the other party agrees to indemnify and hold harmless the first party from any payment that it has to make, including without limitation the payment of reasonable attorneys' fees incurred in resisting, settling, or otherwise disposing of the demand, on account of the other party's fault.

SECTION 5
EVENTS OF DEFAULT AND REMEDIES

5.1 *Default.* In the event either Party fails to perform any obligation under this Agreement (the "Defaulting Party") and fails to correct the non-performance within thirty (30) days ("Cure Period") after receiving written notice from the other party (the "Non-Defaulting Party"), then the Defaulting Party shall be deemed to be in material breach of this Agreement. If, however, the default cannot reasonably be fully cured within the Cure Period, then no breach shall be deemed to exist hereunder so long as the Defaulting Party shall commence the cure within the Cure Period and prosecute the cure to completion with reasonable diligence.

5.2 *Remedies.* In the event of a material breach, the Defaulting Party shall be liable to the Non-Defaulting Party for any damages arising from the breach. Additionally, the Non-Defaulting Party, at its option, may institute an action for specific performance of the terms of this Agreement. The Non-Defaulting Party's rights or remedies for damages and/or specific performance shall, except as otherwise specifically provided in this Agreement, be the Non-Defaulting Party's exclusive rights and remedies as a result of such default.

SECTION 6
REPRESENTATIONS AND WARRANTIES

6.1 *By the City.* The City warrants and represents to, and agrees with, Cargill as follows:

6.1.1 It is a municipality and political subdivision of the State of Kansas, duly incorporated and validly existing under the laws of the State of Kansas.

6.1.2 It has full power and authority to execute this Agreement and consummate the transactions contemplated hereby.

6.1.3 Neither the execution and delivery of this Agreement and the other documents contemplated herein will conflict with or result in a breach of any of the terms, covenants and provisions of any judgment, order, injunction, decree or ruling of any court or governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound, or constitutes a material breach thereunder.

6.2 *By Cargill.* Cargill warrants and represents to, and agrees with, the City as follows:

6.2.1 It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

6.2.2 It has the corporate power to execute this Agreement and the other documents contemplated herein and to consummate the transactions contemplated hereby.

6.2.3 The execution and delivery of this Agreement and the other documents contemplated hereby will not conflict with or result in a breach of any of the terms, covenants and provisions of any judgment, order, injunction, decree or ruling of any court or governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound, or constitutes a material breach thereunder.

6.2.4 All contracts with all Contractors shall warrant that the work performed or material supplied by that Contractor for the Private Improvements will be free from any defects in materials and workmanship for a period of at least two (2) years from the date of final completion of the Project, and that such two (2) year warranty does not restrict or otherwise limit that Contractor's obligation to construct the Project in a workmanlike manner and in accordance with the Development Plan as it pertains to that Contractor's work. Cargill shall enforce all such warranties for the benefit of City if so directed by City Representative.

6.2.5 The Contractors' warranty obligations under § 6.2.4 will be secured, in Cargill's sole discretion, by either (1) a contractor's Maintenance and Warranty Bond in the penal sum of \$2 Million, with a term of 2 years from the date of final completion of the Project, naming the City of Wichita as the bond obligee; or (2) a written warranty from Cargill that that the work performed or material supplied for the Private Improvements will be free from any defects in materials and workmanship for a period of 2 years from the date of final completion of the Project.

SECTION 7 GENERAL PROVISIONS

7.1 *Governing Law.* This Agreement and the legal relations between the Parties shall be governed by, construed and interpreted under the laws of the State of Kansas, and exclusive venue for all disputes and litigation shall be in Wichita, Kansas only.

7.2 *No Waiver.* No failure of a Party to exercise any power given such Party hereunder or to insist upon strict compliance of another Party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

7.3 *Entire Agreement.* This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

7.4 *Written Amendments.* Any amendment to this Agreement shall not be binding on any of the Parties hereto unless the amendment is in writing, is duly authorized, and is duly executed by all of the Parties to this Agreement.

7.5 Time of Essence. Time is of the essence of this Agreement.

7.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

7.7 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and for reference and in no way define, limit or describe the scope or the intent of any Section.

7.8 Illegality. If this Agreement contains any unlawful provisions, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Agreement without affecting the binding force of the remainder.

7.9 No Third Party Rights. Nothing in this Agreement shall create or shall give to third parties any claim or right of action against the City or the Cargill beyond such as may legally exist, irrespective of this Agreement.

7.10 Modification of Agreement. No change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Agreement expressly provided for in this Agreement shall be effective as so provided.

7.11 Notices. Any notice, consent, approval, or other communication which is provided for or required by this Agreement must be in writing and may be delivered in person to any Party or may be sent by registered or certified U.S. mail, with postage prepaid, return receipt requested. Any such notice or other written communications shall be deemed received by the Party to whom it is sent (i) in the case of personal or courier delivery, on the date of delivery to the person to whom such notice is addressed as evidenced by a written receipt signed by such person, and (ii) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. Alternatively, notice may be served in writing and delivered either by (a) hand delivery, and considered delivered upon receipt, or (b) nationally recognized overnight delivery service, and considered delivered the next business day after the notice is deposited with that service for delivery. Each of the Parties agrees that upon giving of any notice, it shall use its best efforts to advise the other by telephone that a notice has been sent hereunder. Such telephonic advice shall not, however, be a condition to the effectiveness of notice hereunder.

For purposes of notices or other written communications, the addresses of the parties hereto shall be as follows, which addresses may be changed at any time by written notice given in accordance with this provision:

If to the City:

Gary Janzen, City Engineer
City Hall, 7th Floor
455 North Main Street

Wichita, Kansas 67202

and

Jennifer Magana, City Attorney
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202
Facsimile: (316)268-4335

If to Cargill:

Cargill, Incorporated
Attn: Nathan Harty
MS63
9380 Excelsior Blvd
Hopkins, MN 55343

and

Cargill, Incorporated
Attn: CASC NA Commercial Lawyer
MS 24-5-9380
9380 Excelsior Blvd
Hopkins, MN 55343

7.12 Severability. If any clause or provision of this Agreement is or becomes invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected by such invalidity or unenforceability, and the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

7.13 Licenses and Permits. In accordance with the provisions of this Agreement, it shall be the ultimate responsibility of Cargill to secure all local licenses and permits required to be obtained by Cargill with respect to construction of the Project.

7.14 Approvals. Whenever the approval or consent of a Party is required in this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

7.15 Binding Effect. Subject to the limitations of Section 7.16, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

7.16 Assignment. Cargill may not assign this Agreement or delegate the performance of all or any of its obligations hereunder without the prior written approval of the City. The City may not assign this Agreement or delegate the performance of all or any of its obligations

hereunder without the prior written approval of Cargill. In no event will any assignment or contract by a Party release such Party from its obligations under this Agreement.

7.17 *Cash Basis and Budget Laws.* The provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that the City is at all times not in violation of the Cash Basis Law or the Budget Law.

7.18 *Other Agreements.* In addition to this Agreement, the Parties covenant to execute such additional documents as may be reasonably necessary to provide for the coordinated construction of the Project.

7.19 *Independent Contractor.* In performing its obligations under this Agreement, Cargill shall be deemed an independent contractor and not an agent or employee of the City.

7.20 *Force Majeure.* No party to this Agreement shall be deemed to be in default where a failure to perform an obligation is attributable to war, insurrection, strikes, lock-outs, law, riots, floods, earthquakes, fires, casualties, acts of God, acts of public enemy, epidemics, embargoes, shortage of transportation, governmental restrictions or priority, litigation, unusual weather, delays of contractors, professionals or consultants or other service providers, acts of another party, acts or the failure to act of any public or governmental agency or entity, or any other cause beyond the reasonable control and without the fault of the party claiming an extension of time to perform.

7.21 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Agreement as of the date first above written.

CITY:

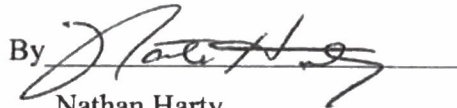
CITY OF WICHITA

CARGILL:

CARGILL, INCORPORATED

By _____

Jeff Longwell
Mayor

By  _____

Nathan Harty
Build Project Management Leader

Attest: _____

Karen Sublett
City Clerk

Approved as to Form:



Jennifer Magana, City Attorney

Exhibit 2.4

SUPPORTING DATA SHEET FOR ESTIMATE OF CONSTRUCTION ENGINEERING FEES FOR CITY OF WICHITA, KANSAS

PROJECT NAME: Cargill Water Fire Service
CITY NUMBER: 1978PPW

A. Direct Payroll Contract Administration

<u>Work Type</u>	<u>Employee</u>	<u>Est. Hours</u>	<u>Avg. Salary</u>	<u>Extension</u>
1. Field Inspection and Daily Contract Documents				
A. Engineer		100	\$31.00	\$3,100.00
B. Inspector(s)		400	\$23.00	\$9,200.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Insp.(s) O.T.		117	\$35.00	\$4,095.00
			Subtotal	\$16,395.00
2. On Site Testing				
A. Engineer		0	\$31.00	\$0.00
B. Tech.(s)		24	\$23.00	\$552.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Tech.(s) O.T.		0	\$35.00	\$0.00
			Subtotal	\$552.00
3. Surveying				
A. Engineer		0	\$31.00	\$0.00
B. Tech.(s)		0	\$26.00	\$0.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Tech.(s) O.T.		0	\$39.00	\$0.00
			Subtotal	\$0.00
4. Final Paper Work				
A. Engineer		24	\$31.00	\$744.00
B. Tech.(s)		40	\$23.00	\$920.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Tech.(s) O.T.		0	\$35.00	\$0.00
			Subtotal	\$1,664.00

Summary Total Direct Payroll Costs

<u>Employee</u>	<u>Hours</u>	<u>Avg. Rate</u>	<u>Extension</u>
A. Engineer	124	\$31.00	\$3,844.00
B. Insp./Tech.	464	\$23.00	\$10,672.00
C. Engineer O.T.	0	\$31.00	\$0.00
D. Insp./Tech. O.T.	117	\$35.00	\$4,095.00
Total Direct Payroll Costs			\$18,611.00

B. Overhead

102% \$18,983.22

C. Salary Related Benefits - Reg. Hrs. (42.7%)

\$6,198.33

Salary Related Benefits - O.T. Hrs. (21.4%)

\$876.33

D. Total Direct Payroll

\$44,668.88

E. Direct Expenses

Postage: \$500.00

Equipment Rental: \$0.00

Total Other Direct Expenses \$500.00

TOTAL ACCOUNT ESTIMATE ==>

\$45,168.88

**SCOPE OF WORK DESCRIPTION
FOR THE
CITY OF WICHITA TO PROVIDE CONSTRUCTION INSPECTION
FOR THE INSTALLATION OF THE
NEW 20" FIRE WATER MAIN –
McADAMS PARK WEST TO CARGILL PROPERTY**

The purpose of the fire water main is to provide fire water service to Cargill for a new fire suppression system. The construction cost, including inspection, of the new 20" fire water main will be borne 100% by Cargill. After construction is complete, the City will maintain the public portion of the line. All public portions of the water main will be located within City rights-of-way or easements. A portion of the City maintained water main will be in an easement on Cargill property. Cargill will maintain the portion of the water main on its property that is not in an easement.

For the estimated sum of \$45,168.88 (see attached Supporting Data Sheet for greater detail), the City of Wichita shall provide construction inspection of the installation of the new 20" fire water main. The fire water main installation and associated construction inspection shall be from a connection to an existing City owned and maintained 48" water main in McAdams Park west along 14th Street to a point west of Mosley. Specifically, the construction inspection shall be for the portion of the fire water line from Sta. 10+00 to Sta. 24+52.97 on the construction plans by MKEC Engineering, Inc. & dated 9-1-16

The inspector assigned by the City to perform the inspection work shall be available during the times and days the contractor, Dondlinger Construction, is working.

If circumstances arise that require a revision to the plans that results in a change order, the decision to revise the plans and acceptance of any resulting change order(s) shall be done only by mutual consent of both Cargill, Inc. and the City of Wichita.


CITY:

CARGILL:

CITY OF WICHITA

CARGILL, INCORPORATED

By _____

By  9/20/16
EDMUNDO GABALDON

**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

SUBJECT: Design Concept for Improvements to Tyler Road between Maple and Central (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the design concept, Supplemental Agreement No. 1, and revised budget, adopt the amending resolution, and authorize the necessary signatures.

Background: On April 19, 2016, the City Council approved an agreement with Professional Engineering Consultants (PEC) to create design improvements for the Tyler Road and 2nd Street intersection, adjacent to Wilbur Middle School. On April 23, 2016, Engineering staff and PEC met with the principal of Wilbur Middle School to discuss traffic/pedestrian circulation related to the school, possible traffic/pedestrian solutions, and improvements on the school district property. On June 6, 2016, Engineering staff presented a design concept that signalizes the 2nd Street intersection and adds a left turn lane adjacent to the school to the District V Advisory Board (DAB). Questions were asked by the DAB and those in attendance, about the possibility of extending the left turn lane north to the existing five-lane section south of Central. On October 3, 2016, the DAB voted 8 to 0, to approve the revised design concept.

Analysis: Currently, this section of Tyler Road is a four-lane roadway with curb and gutter and underground storm sewer. There is also an existing sidewalk on both sides of the street. A pedestrian crossing is located approximately 900 feet north of 2nd Street or approximately 170 feet north of the north driveway approach into Wilbur Middle School.

The revised design concept will add a left-turn lane on Tyler Road from south of 2nd Street to north of Frazier, where the existing section of Tyler Road is a five-lane roadway. The intersection of Tyler Road and 2nd will be signalized, upgraded to accommodate pedestrian traffic, and pavement markings will be installed on 2nd Street to clearly identify left or right turn movement for westbound traffic. The existing pedestrian signal on Tyler Road will be removed. Construction is planned to begin in the summer of 2017 to construct as much of the project as possible when school is not in session.

Financial Considerations: The design fee to date is \$33,200 and the existing budget is \$43,000. The cost of the additional services is \$143,100, bringing the total design fee to \$176,300. The Adopted 2016-2025 Capital Improvement Program (CIP) includes \$900,000 in general obligation (GO) funds for 2016. Staff is requesting \$300,000 to complete the design and for acquisition of right-of-way.

The project will be brought back to the City Council at a later date for approval of construction funding. Additional funding will be needed due to the expansion of the project limits. The total estimated cost of the project is \$1.9 million. After the design is complete, staff will bring the project back to the City Council for consideration of the construction budget, which may require reprioritizing the CIP to build the project in 2017.

Legal Considerations: The supplemental agreement and amending resolution have been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the design concept, Supplemental Agreement No. 1 and revised budget, and adopt the amending resolution, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1, budget sheet, and amending resolution.

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2016

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85282

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 11/1/2016

REQUEST DATE:

PROJECT #: 211554

PROJECT TITLE: Tyler, Maple to Central 472-85282

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Tyler, Maple to Central 472-85282

OCA #: 707099

OCA TITLE: Tyler, Maple to Central 472-85282

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3

Original Budget

Adjustment

New Budget

9720 G.O. Bonds

\$43,000.00

\$257,000.00

\$300,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$43,000.00

\$257,000.00

\$300,000.00

Expense Object Level 3

2999 Contractuals

\$43,000.00

\$257,000.00

\$300,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total Expense:

\$43,000.00

\$257,000.00

\$300,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE: 09/22/16

DATE: 10/18/16

DATE: 1/22/16

DATE:

RESOLUTION NO. ____ - ____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 16-080 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by **Resolution No. 16-080** of the City (the "Prior Resolution"), authorized the following described public improvements:

Preliminary design improvements and staff oversight to Tyler from Maple to central, as necessary for a major traffic facility (472-85282).

(the "Project") and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

WHEREAS, the Governing Body now deems it necessary and desirable to expand the scope of work to include construction in the following described public improvements:

Design improvements, staff oversight and acquisition of right-of-way for Tyler from Maple to Central, as necessary for a major traffic facility (472-85282).

(the "Amended Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Amendment. *Sections 1 and 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Amended Project be acquired and/or constructed at an estimated cost of **\$300,000** in accordance with specifications prepared or approved by the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Amended Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before **April 19, 2016**, to the extent of Bonds authorized under the original version of **Resolution No. 16-080**, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña
for Jennifer Magaña, City Attorney and Director of Law

SUPPLEMENTAL AGREEMENT NO. 1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 19, 2016
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated April 19, 2016) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **TYLER, MAPLE TO CENTRAL** (Project No.472-85282_707099).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced Agreement is hereby amended to include the following:

**Prepare additional design for improvements to Tyler, Maple to Central
(see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee as follows:

Paving, signal & storm sewer improvements (707099): \$143,100.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **November 18, 2016**.
- (b) Office check plans by **January 14, 2017**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **March 31, 2017**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

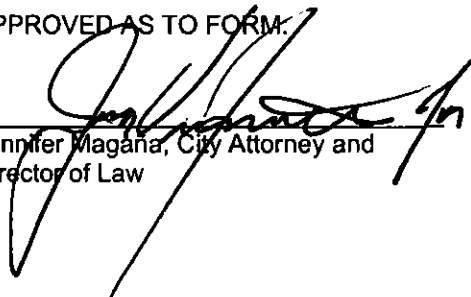
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

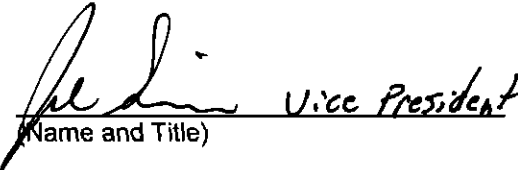
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and
Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



(Name and Title)

September 2, 2016

Mr. Shawn Mellies, P.E.
Chief Design Engineer
Wichita City Hall, 7th Floor Engineering
455 N. Main Street
Wichita, KS. 67202

Reference: Supplemental Agreement No. 1
Tyler Road between Maple and Central
COW Project No. 472-85282
PEC Project No. 15956-000-0042

Dear Mr. Mellies:

In accordance with Section IV – Payment Provision, Paragraph B and Exhibit “A” – Scope of Services, Paragraph B, of the agreement dated February 29, 2016 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a fee for additional services related to the project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 1 for the project.

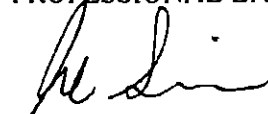
Following is a summary of requested modified payment provisions for the additional services:

Original Contract (Concept Design and Surveying):	\$ 33,200.00
Supplemental Agreement No. 1	
Item 1 (Phase II – Plan Development)	\$ 77,500.00
Item 2 (Project Design Extension)	<u>\$ 65,600.00</u>
Grand Total (Lump Sum)	\$ 176,300.00

We respectfully submit this request for your consideration. If you have questions or need additional information please contact me at 262-2691.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Joseph P. Surmeier, P.E.
Principal/Manager, Municipal Transportation Division

JPS/tac

Encl: As noted

SCOPE OF SERVICES (Additional)
For
TYLER ROAD BETWEEN MAPLE AND CENTRAL
(Project No. 472-85282)

Proceed with Phase II - Plan Development based on the preliminary design concept approved by the City. Design elements will include, but not be limited to, the following:

- Widen Tyler Road by 1-lane to the east adjacent to Wilbur Middle School.
- A new traffic signal system to be installed at the Tyler & 2nd Street intersection to accommodate new lane configurations, pedestrian access and ADA standards.
- Modification of existing storm sewer systems and drainage structures, as required, to account for pavement widening.
- Off-street multi-use path along the east side of Tyler through the project extents.
- Preparation of right-of-way/easement tract maps and legal descriptions, as needed, for the City's use in acquisitioning.

Proceed with providing professional services required for the design and plan development associated with extending the original project limits approximately 1200 feet north to tie into the existing 5-lane pavement section approximately 375 feet south of Central Avenue. Design of the widening will be contained to the east side of Tyler Road and will be based on the concept drawings as approved by the City.

RESOLUTION NO. 16-427

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 16-080 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by **Resolution No. 16-080** of the City (the “Prior Resolution”), authorized the following described public improvements:

Preliminary design improvements and staff oversight to Tyler from Maple to central, as necessary for a major traffic facility (472-85282).

(the “Project”) and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

WHEREAS, the Governing Body now deems it necessary and desirable to expand the scope of work to include construction in the following described public improvements:

Design improvements, staff oversight and acquisition of right-of-way for Tyler from Maple to Central, as necessary for a major traffic facility (472-85282).

(the “Amended Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Amendment. *Sections 1 and 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Amended Project be acquired and/or constructed at an estimated cost of **\$300,000** in accordance with specifications prepared or approved by the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Amended Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before **April 19, 2016**, to the extent of Bonds authorized under the original version of **Resolution No. 16-080**, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER 1, 2016**

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Valley Park and Pierpoint Acres Additions, north of 29th Street, west of Amidon.
(District VI)(472-85239/766345/490367) – Total Estimated Cost \$160,050.

To the City Council
Wichita, Kansas

Date of CC	11/01/2016
(OCA/PROJ)	766345/472-85239
(PPN)	490-367

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Valley Park and Pierpoint Acres Additions (District VI).

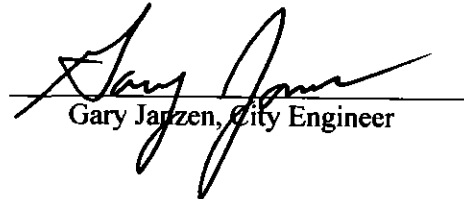
All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost

\$160,050

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Jarzen, City Engineer

Sworn to and subscribed before me this day of , 2016.

City Clerk

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Valley Park and Pierpoint Acres Additions, north of 29th Street, west of Amidon.
(District VI)(472-85239/766345/490367) – Total Estimated Cost \$160,050.

Page _____ Exhibit _____

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER 1, 2016**

- a. 2016 Sanitary Sewer Reconstruction Phase 11 (north of 31st Street South, east of Maize Rd) (468-85149/620858/666005) Traffic to be maintained during construction using flagpersons and barricades. (District III,V) - \$169,000.00
- b. Lark Lane from the northwest line of Lot 10, block B, as platted in Southern Ridge 4th Addition, north and east to the north line of the plat; on Lark Court from the west line of Lark Lane, west to and including the cul-de-sac; and on Prescott from the west line of Lark Lane west to the west line of Lot 18, Block C to serve Southern Ridge 3rd Addition (south of Pawnee, west of Maize) (472-84192/766372/490395) Does not affect existing traffic. (District IV) - \$340,000.00
- c. Stormwater Drain #411 Repairs at Hardtner and Crestline Westlink Village 4th (south of Central, east of Maize) (468-85131/133116/) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$25,000.00

PRELIMINARY ESTIMATE of the cost of:
2016 Sanitary Sewer Reconstruction Phase 11
(north of 31st Street S, east of Maize Road)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

3	Pipe, SS 8"	1,202	lf
4	Pipe Removed (6" or 8")	1,202	lf
5	MH, Shallow SS (4')	1	ea
6	MH, Standard SS (4')	4	ea
7	MH Frame & Cover, Replaced	1	ea
8	MH Bench & Invert, Removed & Repl	1	ea
9	MH Removed	2	ea
10	Service Reconnection, Sewer (4")	30	ea
11	Service Connection Replaced (reloc)	2	ea
12	BMP, Construction Entrance	1	ea
13	BMP, Curb Inlet Protection	2	ea
14	BMP, Silt Fence	40	lf
15	BMP, Erosion Control Mat	40	sy

Construction Subtotal

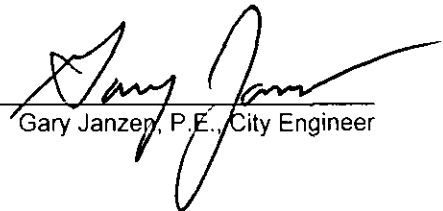
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$169,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

666005 (620858) 468-85149

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Lark Lane from the northwest line of Lot 10, Block B, as platted in Southern Ridge 4th Addition, north and east to the north line of the plat; on Lark Court from the west line of Lark Lane, west to and including the cul-de-sac; and on Prescott from the west line of Lark Lane west to the west line of Lot 18, Block C to serve Southern Ridge 3rd Addition (south of Pawnee, west of Maize)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Excavation	956	cy
2	Fill, Compacted (95% Density)	66	cy
3	Maintain Existing BMPs	1	LS
4	Grading, Easement	1	LS
5	Signing	1	LS
6	Seeding	1	LS
7	Site Clearing	1	LS
8	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

9	AC Pavement 5" (3" Bit Base)	5,409	sy
10	Crushed Rock Base 5", Reinforced	6,604	sy
11	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	3,072	lf
12	Concrete Sidewalk 4"	3,942	sf
13	MH Adjusted	1	ea
14	Inlet Adjusted	4	ea
15	Inlet Hookup	4	ea
16	Inlet Underdrain	84	lf
17	BMP, Back of Curb Protection	3,072	lf
18	BMP, Curb Inlet Protection	4	ea

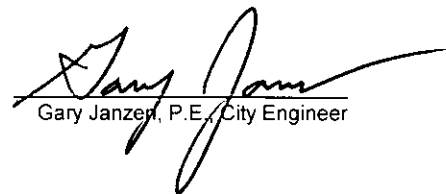
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$340,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

490395 (766372) 472-84192

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Stormwater Drain #411 Repairs at Hardtner and Crestline
Westlink Village 4th

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

- | | | |
|---------------------------------|---|----|
| 1 Mobilize/Demobilize | 1 | LS |
| 2 Site Clearing and Restoration | 1 | LS |

MEASURED QUANTITY BID ITEMS

- | | | |
|----------------------------------|-----|----|
| 3 BMP Silt Fence DO NOT BID | 100 | lf |
| 4 Remove Existing Inlet | 1 | ea |
| 5 Remove Existing 24" RCP | 3 | lf |
| 6 Type 1 Curb Inlet, with snout | 1 | ea |
| 7 Install 24" RCP | 3 | lf |
| 8 Remove and Replace Type 4 Curb | 3 | lf |

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost\$25,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

(133116) 468-85131
Page _____

EXHIBIT

The following deeds and easements have been recorded:

Utility Easement from Gerald A. Zeller Revocable Trust, the Eugene A. Zeller Living Trust, and the Phyllis Jean Zeller Living Trust, dated August 17, 2016 for a tract of land lying in the Southeast Quarter of Section 12, Township 28 South, Range 1 West, of the Sixth Principal Meridian, Sedgwick County, Kansas. No Cost to City

Sanitary Sewer Easement from Jerrome Castillo, dated January 29, 2016 for a tract of land lying in Lot 1, About 2nd Addition, to Wichita, Sedgwick County, Kansas

Utility and Waterline Easements from Edward Rose Development Company, LLC, dated January 14, 2016 for tracts of land lying in Lot 1, Block A, Stoney Pointe Addition, to Wichita, Sedgwick County, Kansas

Water Line Easement from Wichita Destination Developers, Inc., a Kansas Corporation, and WDDMBB, LLC, a Kansas limited liability company dated November 5, 2015 for a tract of land lying in Lot 1, Block A, Wichita Destination Development, Wichita, Sedgwick County, Kansas. No Cost to City

Sanitary Sewer Easement from QuikTrip West Incorporated dated August 14, 2015 for a tract of land lying within Lot 1, Dillon 5th Addition, Wichita, Sedgwick County, Kansas and a portion of a tract of land lying within the Southeast Quarter of Section 28, Township 27 South, Range 1 East of the Sixth Principal Meridian. No Cost to City

Sanitary Sewer Easement from Cessna Aircraft Company dated August 14, 2015 for a tracts of land lying within the Northeast Quarter of Section 01, Township 28 South, Range 1 East of the Sixth Principal Meridian and also in Southeast Quarter of Section 36, Township 27 South, Range 1 East of the Sixth Principal Meridian. No Cost to City

Waterline Easement from Cessna Aircraft Company dated August 14, 2015 for a tracts of land lying within the Northeast Quarter of Section 01, Township 28 South, Range 1 East of the Sixth Principal Meridian and also in Southeast Quarter of Section 36, Township 27 South, Range 1 East of the Sixth Principal Meridian. No Cost to City

Water Line Easement from Wichita Destination Developers, Inc., a Kansas Corporation, and WDDMBB, LLC, a Kansas limited liability company dated July 23, 2015 for tracts of land lying in Lot 1, Block A, Wichita Destination Development, Wichita, Sedgwick County, Kansas. No Cost to City

Sanitary Sewer Easement from Wichita Destination Developers, Inc., a Kansas Corporation, and WDDMBB, LLC, a Kansas limited liability company dated July 23, 2015 for tracts of land lying in Lot 1, Block A, Wichita Destination Development, Wichita, Sedgwick County, Kansas. No Cost to City

Easement from Contrail Development, LLC dated June 19, 2015 for a track of land lying in Lot 9, Block 2, Airport Industrial Park, to Wichita, Sedgwick County, Kansas. No Cost to City

Water Line Easement from Unified School District #259 dated April 27, 2015 for a tract of lying within the Southeast Quarter of Section 07, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas. No Cost to City

Water Line Easement from MKRE, LLC, a Kansas limited liability company dated April 7, 2015 for tracts of land lying in Lot 2, Forest Hills Office Park Fourth Addition, Wichita, Kansas. No Cost to City

Waterline Easement from Beechcraft Corporation dated August 19, 2016 for a tract of land lying within the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian

Utility Easement from Beechcraft Corporation dated August 19, 2016 for a tract of land lying within the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian. No Cost to City

Utility Easement from WDDMBB, LLC, a Kansas limited liability company dated March 9, 2016 for a tract of land lying in Lot 1, Block A, Wichita Destination Development, an addition to Wichita, Sedgwick County, Kansas . No Cost to City

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Symphony Orchestra’s Young People’s Concerts
Bus Parking (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Anne Marie Brown, Wichita Symphony Orchestra, is coordinating the Wichita Symphony Orchestra’s Young People’s Concerts bus parking with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Symphony Orchestra’s Young People’s Concerts Bus Parking, November 8-10, 2016 9:00 am – 12:15 pm

- Century II Drive, Main Street to Douglas Avenue
- Tlanepantla, Century II Drive to Cancun Street
- Cancun Street, Century II Drive to English Street

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments.

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Three-Party Supplemental Agreement No. 1 for East Kellogg Improvements (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1.

Background: On August 2, 2016, the City Council approved a three-party agreement between the City, Kansas Department of Transportation (KDOT), and Kansas Turnpike Authority (KTA) for improvements to East Kellogg, between Greenwich and K-96, including new connections to I-35. Bids were received for the project on August 5, 2016.

Analysis: The approved three-party agreement included language to adjust financial obligations after the bid letting based on the result of the bid. The bid came in well below the estimate providing potential savings to all three agencies. The supplemental agreement will reduce KDOT's commitment of \$162 million by \$12.5 million; resulting in a total commitment for the combined Webb and Greenwich projects of \$149.5 million.

Financial Considerations: The City's projected costs of \$65 million for construction of this project are within the \$93 million that is budgeted in the Adopted 2016-2025 Capital Improvement Program (CIP) in local sales tax funding.

Legal Considerations: Supplemental Agreement No. 1 has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 1.

PROJECT NO. 54-87 KA-2389-01
NHPP-A238(901)
RECONSTRUCTION US-54/KELLOGG AVE. & INTERCHANGE CONSTRUCTION
CITY OF WICHITA, KANSAS
KANSAS TURNPIKE AUTHORITY

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), the **Kansas Turnpike Authority** ("KTA"), and the **City of Wichita, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated August 3, 2016 for roadway improvements and an interchange construction project in the City of Wichita (the "Original Agreement").
- B. The Parties mutually desire to supplement the Original Agreement to reflect a change in the Parties' financial obligations.

NOW, THEREFORE, the Parties agree as follows:

1. On page 7 of the Original Agreement, Article V, paragraph 1(a)-(b) and (d), be replaced in the entirety to read as follows:

1. Project Costs.

(a) **Secretary's Obligation.** The Secretary's financial obligation for all work phases of the US-54/400 Improvements and project 54-87 KA-2382-01 (the subject of a separate agreement between the Secretary and the City, dated February 6, 2012) combined, shall not exceed one-hundred forty-nine million, five-hundred thousand dollars (\$149,500,000.00). This shall be applied to City participating costs (including right-of-way, preliminary engineering, construction, construction contingency items and construction engineering) before City begins payments.

The Secretary agrees to reimburse the KTA for fifty percent (50%) of the total remaining actual costs of Preliminary Engineering, Right of Way, Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering as attributable for the Interchange Ramps. The Secretary also agrees to reimburse the KTA for fifty percent (50%) of the total actual costs of Utility adjustments incurred for the Interchange Ramps. After the KTA and Secretary have apportioned the cost share, the City will contribute 12 million (\$12,000,000.00) toward the Interchange Ramp Costs.

(b) **City's Obligation.** The City agrees to be responsible for one-hundred percent (100%) of the total actual costs of the Project after the \$149,500,000.00 for the combined costs

of the US-54/400 Improvements and Project No. 54-87 KA-2382-01 has been exhausted. The City also agrees to contribute \$12 million toward the Interchange Ramp Costs.

(d) Construction. The estimated project costs total \$92,000,000.00. \$69,000,000.00 (75%) of those costs are attributable to the US-54/400 Improvements and the other \$23,000,000.00 (25%) are attributable to the Interchange Ramps. The following estimated cost allocation between the parties is based on the Engineer's estimate for the Project, but may be modified upon the receipt of more detailed cost information.

2. On page 7 of the Original Agreement, Article V is revised to add new paragraph (f), to read as follows:

(h) Design Services during Construction. City will be responsible for seventy-five percent (75%) of the total actual costs for Design Services during Construction for the Project. KTA will be responsible for twelve and one half percent (12.5%) of the total actual costs for Design Services during Construction for the Project. The Secretary will be responsible for twelve and one half percent (12.5%) of the total actual costs for Design Services during Construction for the Project.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

KANSAS TURNPIKE AUTHORITY

Kansas Department of Transportation
Secretary of Transportation

By: _____
David E. Jacobson, P.E.
Director of Engineering

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

ATTEST:

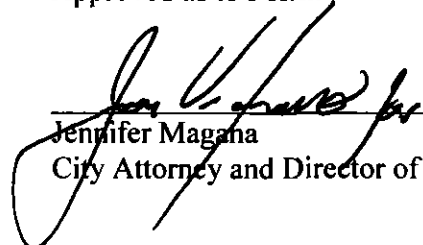
THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Approved as to Form:



Jennifer Magana
City Attorney and Director of Law

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Agreement for Improvements to 37th Street North from Oliver to Woodlawn (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The project was bid for construction on August 12, 2016, and was awarded on September 27, 2016, after Kansas Department of Transportation (KDOT) approval. Improvements will consist of widening 37th Street North from a two-lane to a three-lane roadway with curb and gutter and underground storm sewer. On-street bike lanes and sidewalk along both sides of the street are also included.

Analysis: Based upon the low bid, there is the potential for project-approved federal funding not allocated to construction to be used for engineering oversight and inspection. This could create a savings in the approved local share budget, which is being split by the City of Wichita and City of Bel Aire. Staff recommends leaving the full budget as approved for now, to provide additional contingency in the event of unforeseen change order work.

The proposed construction engineering agreement with KDOT allows the City to be reimbursed for construction engineering services if funding is available.

Financial Considerations: This agreement allows for the reimbursement for construction engineering services in an amount not to exceed \$224,235.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Agreement.

STATE'S ORIGINAL

Agreement No. 357-16

CONTRACT FOR FEDERAL-AID ROAD CONSTRUCTION ENGINEERING BY CITY (CITY-ADMINISTERED PROJECT)

CMS CONTRACT NO. _____
CITY INDEX NO. _____

PROJECT NO. 87 N-0613-01
CITY OF WICHITA, KANSAS

THIS AGREEMENT is entered into between the City of Wichita, Kansas (the "LPA" or "Local Public Authority"), as principal, and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT) (the "Secretary"). The Secretary will act as agent for the LPA pursuant to authority set forth in K.S.A. 68-169, K.S.A. 68-401 and K.S.A. 68-402b *et seq.* and an agreement between the Parties dated September 2, 2014 Agreement No. 389-14 (the "Primary Agreement"). The LPA and Secretary are collectively referred to as the "Parties."

RECITALS:

- A. The Secretary and the LPA have agreed the LPA will provide Construction Engineering in accordance with rules and guidelines based on the inspection procedures approved by the Secretary for the Project.
- B. The Secretary and the LPA desire to set forth their understanding and agreements relating to Construction Engineering services and allocation of Construction Engineering costs for the Project.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "**Construction Engineering**" inspection services, material testing, engineering consultation and other reengineering activities required during construction of the Project.
- 3. "**Design Plans**" means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

4. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
5. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.
6. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **"LPA"** means the City of Wichita, Kansas.
8. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.
9. **"Project"** means Project No. 87 N-0613-01 located on 37th Street from Oliver to Woodlawn (Split 1) and consists of 0.97 miles of grading and surfacing, which is the subject of the Primary Agreement.
10. **"Secretary"** means as the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

ARTICLE II

LPA RESPONSIBILITIES:

1. **Compliance with Approved Project Procedures Manual(s)**. The LPA will provide the Construction Engineering services in accordance with the Project Procedures Manual(s) for the LPA, which the LPA has provided to the KDOT's Bureau of Local Projects for prior approval. Any subsequent changes to the Project Procedures Manual(s) by the LPA during the Construction Engineering inspection of the Project will require prior approval of the changes by the Secretary.
2. **Protective Clothing**. The LPA will require, at a minimum, all personnel performing Construction Engineering comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests.

ARTICLE III

CONSTRUCTION ENGINEERING COMPENSATION:

1. **Upper Limit of Compensation**. The Parties agree the total estimated costs for Construction Engineering services is \$224,234.88, which is the upper limit of compensation available to the LPA. Reimbursement to the LPA for Construction Engineering services will be based upon actual costs incurred by the LPA. Further, the LPA agrees compensation: (i) will be made in accordance with the Primary Agreement;

(ii) may not exceed the estimate listed above in this paragraph 1; (iii) will be limited to the applicable Federal-aid cost sharing formulae and availability of Federal-aid funds for Construction Engineering; and (iv) and as may be allowed by State Law. Federal-aid participation for the Project is 80%. The LPA authorizes the Secretary to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for the Project.

ARTICLE IV

FEDERAL REQUIREMENTS:

1. **Audit.** All local governmental units, Non-Profit Organizations, and Indian Tribal governments shall comply with Federal-Aid Transportation Act and OMB Circular A-133 "Audits of State and Local Governments, and Non-Profit Organizations." Further, the LPA agrees to the following provisions:

(a) **Common Rule.** It is the policy of the Secretary to make any final payments to the LPA for services related to the Project in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Governments and Non Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule).

(b) **Single Audit.** The Secretary may pay any final amount due for the authorized work performed based upon the LPA's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be not eligible for reimbursement by audit.

2. **Organizational Registration Requirements.**

(a) **Dun & Bradstreet.** If it has not already done so, the LPA shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

(b) **System for Award Management.** The LPA agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

3. **Records.** The LPA will make all documents and accounting records pertaining to the work covered by this Agreement available for inspection by the Secretary and/or the FHWA, or their representatives, at the LPA's office for a period of three (3) years after the date of final payment.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.
2. **Assigned Staff.** The following individuals will be assigned to the Project; to be updated or otherwise revision by written communication to KDOT's Bureau of Local Projects without the need for written amendment to this Agreement:
 - (a) The Field Engineer for the KDOT will be Mr. Matt Graham, P.E., whose work address is 600 South 127th Street East, Wichita, Kansas 67207 and work telephone is 785-208-5125
 - (b) The Project Engineer/Project Manager for the LPA will be Mr. James Wagner, Certification Number 3453 (expiration date is 12/10/2018), whose work address is 1801 South McLean, Wichita, Kansas 67213 and work telephone is 316-268-4027.
 - (c) The Chief Inspector for the LPA will be Mr. Jimmie Smith, Certification Number 2871 (expiration date is 4/21/2021), whose work address is 1801 South McLean, Wichita, Kansas 67213 and work telephone is 316-268-4027.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors and assigns.
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

(This space is intentionally left blank)

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

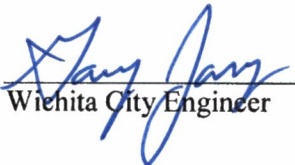
ATTEST:

APPROPRIATE LOCAL OFFICIAL

Wichita City Clerk (Date)

Mayor of Wichita (Date)

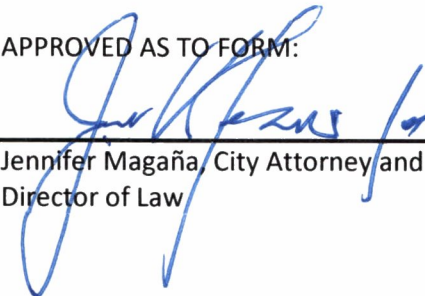
RECOMMEND FOR APPROVAL:
(If required by the LPA)

 09/26/16

Wichita City Engineer (Date)

Kansas Department of Transportation
Secretary of Transportation

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and
Director of Law

Catherine M. Patrick, P. E. (Date)
State Transportation Engineer

INDEX OF ATTACHMENTS

Special Attachment No. 1	Civil Rights Act of 1964 Rehabilitation Act of 1973 Americans With Disabilities Act of 1990 Age Discrimination Act of 1975 Executive Order 12898 of 1994
Special Attachment No. 2	Contractual Provisions Attachment
Special Attachment No. 3	Estimate of Engineering Fee
Special Attachment No. 4	Listing of KDOT Certified Inspectors
Special Attachment No. 5	Required Contract Provision Certification - Federal Funds - Lobbying

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**SUPPORTING DATA SHEET FOR
ESTIMATE OF CONSTRUCTION ENGINEERING
FEES FOR CITY OF WICHITA, KANSAS**

PROJECT NAME: 37th, Oliver to Woodlawn
KDOT NUMBER: 87N-0613-01
CITY NUMBER: 472-85157

A. Direct Payroll Contract Administration

<u>Work Type</u>	<u>Employee</u>	<u>Est. Hours</u>	<u>Avg. Salary</u>	<u>Extension</u>
1. Field Inspection and Daily Contract Documents				
A. Engineer		647	\$31.00	\$20,057.00
B. Inspector(s)		2913	\$20.00	\$58,260.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Insp.(s) O.T.		573	\$30.00	\$17,190.00
		Subtotal		\$95,507.00
2. On Site Testing				
A. Engineer		196	\$31.00	\$6,076.00
B. Tech.(s)		510	\$20.00	\$10,200.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Tech.(s) O.T.		181	\$30.00	\$5,430.00
		Subtotal		\$21,706.00
3. Surveying				
A. Engineer		210	\$31.00	\$6,510.00
B. Tech.(s)		1058	\$20.00	\$21,160.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Tech.(s) O.T.		163	\$30.00	\$4,890.00
		Subtotal		\$32,560.00
4. Final Paper Work				
A. Engineer		93	\$31.00	\$2,883.00
B. Tech.(s)		153	\$20.00	\$3,060.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Tech.(s) O.T.		20	\$30.00	\$600.00
		Subtotal		\$6,543.00
Summary Total Direct Payroll Costs				
	<u>Employee</u>	<u>Hours</u>	<u>Avg. Rate</u>	<u>Extension</u>
A. Engineer		1146	\$31.00	\$35,526.00
B. Insp./Tech.		4634	\$20.00	\$92,680.00
C. Engineer O.T.		0	\$31.00	\$0.00
D. Insp./Tech. O.T.		937	\$30.00	\$28,110.00
Total Direct Payroll Costs				\$156,316.00

B. Salary Related Benefits - Reg. Hrs. (42.7%) \$54,743.96
Salary Related Benefits - O.T. Hrs. (21.4%) \$6,015.54

C. Total Direct Payroll **\$217,075.50**

D. Direct Expenses

<u>Mileage:</u>	<u>Vehicle Type</u>	<u>Rate</u>	<u>Miles</u>	
Inspector	Auto, Mid-size	0.310	8658	\$2,683.98
Engineer	Pickup, Hvy Duty 1/2 Ton	0.390	3,167	\$1,235.00
Lab	Pickup, 3/4 Ton, 3 Pass, Const	0.400	2,883	\$1,153.10
Survey	Pickup, 3/4 Ton, 3 Pass, Const	0.400	3,968	\$1,587.30
Postage:				\$500.00
Equipment Rental:				\$0.00
Total Other Direct Expenses				\$7,159.38

TOTAL ACCOUNT ESTIMATE ==> \$224,234.88

Special Attachment No. 2

Listing of Inspection Staff for City of Wichita

Updated: August 31, 2016

The following list of personnel are available to perform the work on Project _____ when required.

Certification and Expiration Dates

Name	Cert. No.	INSPECTION						TESTING													QC/QA ASPHALT	QC/QA CONCRETE
		BI	API	CPI	STR	IMSA	IIAC	ACI AGF	ACI AGL	AMP	ACI CF	ACI CS	PO	SF	SD	SOF	SOL	NUC				
Anthis, Tim	1484	12/10/2018	12/10/2018	12/10/2018	12/10/2018																	
Arriaga, Domingo											#####									1/25/2019		
Bauman, Greg	995	1/16/2017	2/13/2017	1/16/2017	1/16/2017								1/14/2018									
Collins, Tom	4659	1/14/2020	1/16/2020	1/17/2020	1/15/2020																	
DeCicco, John	3803																					
Degenhardt, Steve	3388	12/11/2017	12/11/2017	12/11/2017	12/11/2017																	
Diaz, Steve	1343																					
Dvorak, Terry	362	12/11/2017	2/12/2018	12/11/2017	4/16/2018						2/25/2021									6/12/2018		
Francœur, Joe	1760	1/16/2017	1/16/2017	1/16/2017	1/16/2017																	
Hicks, Derrick	3804	12/7/2015	12/9/2015	12/10/2015	12/8/2015																	
Jaso, Tony	3217	3/13/2017	12/11/2017	1/16/2017	2/13/2017																	
Kerns, Kyle	3800	3/9/2021	3/9/2021	3/9/2021	3/9/2021																	
Kroeger, Jeff	3389	2/12/2018	2/12/2018	2/12/2018	3/12/2018																	
May, Steve	3235	3/9/2021	4/21/2021	4/21/2021	3/9/2021																	
Patton, Jack	3798																					
Regnier, Zachary	3218	1/16/2017	1/16/2017	1/16/2017	1/16/2017																	
Reinhardt, Dawnita	2812	3/9/2021	3/9/2021	3/9/2021	3/9/2021																	
Smith, Jimmie	2871	4/21/2021	3/9/2021	4/21/2021	2/17/2021																	
Starcher, Rodney	3529	12/10/2018	12/10/2018	1/14/2019	12/10/2018																	
Terhune, Jeff	3393	12/11/2017	12/11/2017	12/11/2017	12/11/2017						#####											
Thom, Mike	675	3/12/2018	2/12/2018	3/12/2018	3/12/2018															6/27/2017		
Wagner, James	3453	12/10/2018	12/10/2018	12/10/2018	12/10/2018																	
Wilson, Lana	3219	2/13/2017	1/16/2017	1/16/2017	2/13/2017																	
Yale, Kevin	3799																					

REQUIRED CONTRACT PROVISION
CERTIFICATION - FEDERAL FUNDS - LOBBYING

Definitions

1. Designated Entity: An officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the federal government (Federal Aid Highway Program is considered a grant program).
3. Influencing (or attempt): Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State or local government.
5. Recipient: All contractors, subcontractors or subgrantees, at any tier, of the recipient of funds received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this certification is required for participation in this project by Federal Law. For each failure to file a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this CERTIFICATION states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this CERTIFICATION submitted in regard to this contract.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this contract, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

DATE: _____

BY: _____

3-23-00

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for 2015 Biennial Bridge Inspections
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: On September 3, 2016, the City of Wichita, Kansas was affected by a moderate intensity earthquake. The epicenter for the event was in northwest Oklahoma and the earthquake was felt by many in the Wichita area. The earthquake of at least a 5.6 magnitude was located 15 kilometers northwest of Pawnee, Oklahoma according to the United States Geological Survey (USGS).

Analysis: As a result of the seismic event, the City activated the earthquake response team and contacted TranSystems to evaluate a sample of the City's 280 bridges, as they completed the most recent comprehensive bridge inspections. TranSystems selected five structures that might be susceptible to seismic activity. The City also requested that the bridges and retaining walls along the Central Rail Corridor be inspected.

Financial Considerations: The contract fee to date is \$80,868. The cost of additional services and Supplemental Agreement No. 2 is \$701. This brings the total contract fee to \$81,569. The budget of \$125,000 in general obligation (GO) bond funding was approved on October 6, 2015 and will cover the cost of the additional inspection work.

Legal Considerations: Supplemental Agreement No. 2 has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 6, 2015
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
TRANSYSTEMS CORPORATION
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated October 6, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with **2015 BIENNIAL BRIDGE INSPECTIONS** (Project No.472-85233_715734).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Additional bridge inspection for possible earthquake damage due to 5.6 magnitude quake on September 3, 2016 in nearby Pawnee, Oklahoma (see Attached for details)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

Additional Bridge Inspections (715734):	\$700.25
--	-----------------

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by N/A.
- (b) Office check plans by N/A.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **October 28, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

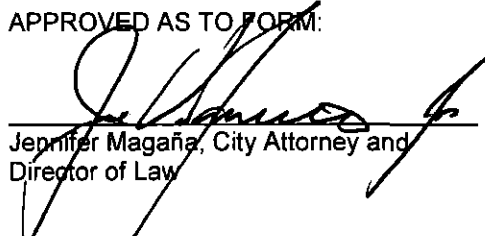
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:


Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and
Director of Law

TRANSYSTEMS CORPORATION



(Name and Title)
BRETT A. LIETKIVSKI, PE
SENIOR VICE PRESIDENT

**TranSystems**

245 N. Waco
Suite 222
Wichita, KS 67202
Tel 316 303 3000
Fax 316 303 0156

www.transystems.com

September 6, 2016

Mr. Gary Janzen
City Engineer
Public Works and Utilities
8th Floor, City Hall
455 N Main
Wichita, Kansas 67202

Subject: City of Wichita Supplemental Bridge Inspections

Dear Mr. Janzen,

On September 3, 2016, the City of Wichita, Kansas was impacted by a moderate intensity earthquake. The Epicenter for the quake was in Northcentral Oklahoma and was felt by many in the Wichita area. The 5.6 Magnitude earthquake was located 15km NW of Pawnee, Oklahoma according to the USGS.

As a result of the seismic events, the City activated the earthquake response team and contacted TranSystems to evaluate a sample of the City's 280 structure inventory.

TranSystems immediately dispatched inspectors to evaluate the structures from the bridge inventory as well as the retaining walls and bridges along the central railroad corridor had been damaged by the seismic activity.

CITY OF WICHITA**9/3/2016 SUPPLEMENTAL BRIDGE INSPECTION****Structures inspected for earthquake damage**

Bridge No.	Location	Description
2	MAPLE E. OF BREEZY POINTE	Reinf. Conc. Slab, Cont./Parabolic Haunch
3	MAIZE RD. S. OF HIDDEN VALLEY	Reinf. Conc. Slab, Cont.
4	MAIZE RD. AT 2ND. ST.	Reinf. Conc. Slab, Cont./Parabolic Haunch
24	CENTRAL AT KARREN	Prestr. Conc. Deck T-Gdr., Cont.
70	1ST ST AT MCLEAN BLVD.	Prestr. Conc. Deck T-Gdr., Cont.
	CENTRAL RAIL CORRIDOR	T-Wall, Steel Beam, Simple

TranSystems

245 N. Waco
Suite 222
Wichita, KS 67202
Tel 316 303 3000
Fax 316 303 0156

www.transystems.com

TranSystems completed a sampling of 5 bridges and walls and bridges along the rail corridor and found no issues that would indicate that the structures had been damaged by the recent seismic activity. These findings were communicated with the City Engineer and it was determined that no further inspections would be needed at that time.

TranSystems,

A handwritten signature in black ink, appearing to read 'Clint Hamblin', with a horizontal line extending from the end of the signature.

Clint Hamblin
Bridge Inspector

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Improvements to Douglas Bridge at Linden (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 2.

Background: On September 10, 2013, the City Council approved an agreement with MKEC Engineering (MKEC) for development of design concepts for the Douglas Bridge at Linden. The City Council approved the design concept on December 17, 2013, and Supplemental Design Agreement No. 1 was approved on January 28, 2014 to complete the design.

Analysis: On September 8 and 9 of 2016, parts of northeast Wichita received over nine inches of rain. This two day rain event caused the creek to reach base flood elevations in certain parts of the basin. Staff has requested the design consultant to collect survey data on the high water elevation and complete hydraulic modeling near the Douglas Bridge. This data and analysis will help determine the cause of the creek reaching base flood elevation.

Financial Considerations: The design fee to date is \$73,200. The cost of the additional services to complete the proposed work is \$8,500, bringing the total design fee to \$81,700. Funding is available within the existing budget of \$1,837,957, which consists of federal and general obligation bond funding, and was approved on September 13, 2016.

Legal Considerations: Supplemental Design Agreement No. 2 has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Design Agreement No. 2 and authorize the necessary signatures.

Attachment: Supplemental Design Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 10, 2013
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated September 10, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **DOUGLAS AVENUE BRIDGE AT LINDEN** (Project No.472-85119_715731).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced Agreement is hereby amended to include the following:

**Prepare revised plans to include a hydraulic model to address high water elevations
(see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee of \$8,500.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by N/A.
- (b) Office check plans by N/A.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **December 1, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

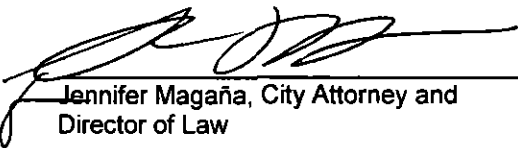
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and
Director of Law

MKEC Engineering, Inc.



(Name and Title)

Jay Anglemeyer, P.E., Principal



September 23, 2016

Mr. Steve Degenhardt, P.E.
Construction Division Manager
City of Wichita
1801 S. McLean Blvd.
Wichita, KS 67213

Reference: Proposal for Supplemental Design Agreement No. 2
Douglas Avenue Bridge at Linden (Proj. No. 472-85119)

Dear Mr. Degenhardt:

Per the City's request, MKEC agrees to a change in design scope for the project noted above. MKEC proposes to perform additional design services accordingly. Recent rain events have caused concerns over the impacts of the construction project on the water surface elevation in Gypsum Creek. MKEC proposes to create a hydraulic model and revise the existing construction drawings and specifications to reflect these changes. The scope of the proposed additional services is presented below:

- Survey of obstructions upstream and downstream of the bridge.
- If necessary, survey of driveway bridges upstream of site.
- Evaluate the existing hydraulic model of Gypsum Creek.
- Update hydraulic model of Gypsum Creek with construction elevations.
- Prepare a letter report explaining the hydraulic modeling.
- Meeting to review results of the modeling.

The additional work included in this supplemental agreement request will be performed in accordance with the requirements of the original contract. Submittal of the letter report for the project will occur one week from the date of the Notice to Proceed.

MKEC proposes a supplemental design fee of \$8,500 to complete the work.

Thank you for your consideration of this proposal. If you have any questions or wish to discuss the proposed design changes, please contact me. MKEC welcomes this opportunity to serve the City of Wichita.

Sincerely,

MKEC ENGINEERING, INC.

A handwritten signature in black ink that reads "Kara Anderson". The signature is fluid and cursive.

Kara Anderson, PE, CFM
Project Engineer

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous and Unsafe Structures (Districts I, III and IV)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinances on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board-up and secure private property that is in violation of housing and/or building code standards after proper notification of the responsible party/parties. A private contractor or City staff performs the work and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board-up abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on November 14, 2016. The property owners have 30 days from the date of the statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2017 tax roll.

Legal Considerations: The ordinances have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List for Special Assessments and Ordinances

<u>PIN #</u>	<u>Geo Code#</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
00139290	C 032400001	1621 N Chautauqua	demolition	\$6,962.99	I
00152675	C 08056	633 S Green	demolition	\$7,671.50	I
00203219	D 03607	201 S Meridian	demolition	\$5,952.00	IV
00206006	D 05719	138 S Sedgwick	demolition	<u>\$8,098.00</u>	IV
		Total		\$28,684.49	

<u>PIN #</u>	<u>Geo Code#</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
00106268	A 060370001	210 E Gilbert St	board up	\$167.01	III
00134670	C 00135	2015 E Central Ave	board up	\$223.54	I
00138845	C 02862	1302 N Estelle Ave	board up	<u>\$135.73</u>	I
		Total		\$526.28	

Published in the Wichita Eagle on November 11, 2016

ORDINANCE NO. 50-349

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 17-19 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	\$6,962.99
LOTS 51-53 GREEN ST DIXON'S ADD	\$7,671.50
N 50 FT S 75 FT E 1/2 LOT 5 SMITHSONS ADD	\$5,952.00
LOTS 22-23 BLOCK 2 MARTINSON'S 9TH. ADD.	\$8,098.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2017** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **8th day of November, 2016.**

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Jennifer Magana, City Attorney and Director of Law

Published in the Wichita Eagle on November 11, 2016ORDINANCE NO. **50-350**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE BOARDING-UP AND SECURING OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING EMERGENCY BOARD-UP**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of boarding-up and securing certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
E 51 FT LOT 108 MARKET ST. LEE'S ADD.	\$167.01
E 50.4 FT N 100 FT W 1/2 LOT 1 BUTLER & FISHER'S OUT-LOTS	\$223.54
LOTS 46-48 MABEL NOW ESTELLE AVE. FAIRMOUNT PARK ADD.	\$135.73

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2017** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **8th day of November, 2016.**

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Approval of Offers for the 127th Street East – 13th Street North to 21st Street North Central Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On July 7, 2015, the City Council approved the design for the improvement of 127th Street East from 13th Street North to 21st Street North. The project calls for widening 127th Street from a two-lane to a three-lane roadway with one through lane in each direction and a center two-way left turn lane. Curb and gutter will be installed and drainage will be improved. On-street bike lanes and sidewalks will be constructed on both sides of 127th Street, with a pedestrian crossing at the half-mile line where the Redbud Trail crosses 127th Street. The project requires acquisition of drainage easements from two parcels, right of way from two parcels, and the acquisition of 20 temporary construction easements. The properties are primarily residential with some commercial tracts at 21st Street North.

Analysis: As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations, the fair market value of the tracts to be acquired totals \$22,150. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$32,150 is requested. This includes \$22,150 for the acquisitions, \$5,000 for potential relocation, and \$5,000 for title work, closing costs and other administrative fees.

Legal Considerations: All agreements are subject to review and approval as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the offers and authorize the necessary signatures.

Attachment: Tract list.

127th Street East - 13th Street North to 21st Street North

Engineer:

OCA: 707065

Tract	Property Address	Tract Owner	Take Size (SF)	Type	Zoning	Use	Comments
1	NWc 13th & 127th	Benton Holdings LLC	6,375	TE	SF 5	Residential	Trees in ROW and easement to be removed
2	12720 Edgewood Dr	Paul & Julie Libel	250	TE	SF 5	Residential	
3		Rocky Creek Master Assoc.	1,947	TE	SF 5	Reserve	Irrigation and landscaping to be compensated
4		Rocky Creek Master Assoc.	225	ROW	SF 5	Reserve	when impact determined
			1,276	TE	SF 5	Reserve	
5	1815 N 127th St E	Lakeside Court LLC	500	TE	TF 3	Residential	Fence in right of way, owner's responsibility
6		Daniel & Jennifer Horine	500	TE	SF 5	Residential	
7	1859 N Peckham	Lesley & Boyd Isherwood	639	DE	SF 5	Residential	Fence in ROW to be removed
8		Lakeside Court LLC	3,086	DE	TF 3	Residential	Trees in ROW to be removed
			2,153	TE	TF 3	Residential	
9	1915 N. 127th St E	Marc McHenry	2,000	TE	SF 5	Residential	Need to determine exactly which trees are in the easement
10	1931 N 127th St E	James Slane	1,400	TE	SF 5	Residential	Taking out a lot of trees in ROW
11		Reed's Cove Owner's Assoc.	300	ROW	SF 5	Residential	Irrigation and landscaping to be compensated
			816	TE	SF 5	Residential	when impact determined
12		ACCN Enterprises LLC	1,900	TE	LC	Undev.	
13		ACCN Enterprises LLC	3,662	TE	LC	Undev.	
14	2072 N 127th St E	Jarm PMgmt. LLC (Primrose)	900	TE	LC	School	
15		ACCN Enterprises LLC	3,971	TE	LC	Undev.	
16		ACCN Enterprises LLC	3,500	TE	LC	Undev.	
17		ACCN Enterprises LLC	3,500	TE	LC	Undev.	2 large trees in ROW, 2 trees in easement
18		ACCN Enterprises LLC	1,230	TE	LC	Undev.	4 trees in easement
19		ACCN Enterprises LLC	238	TE	LC	Undev.	4 trees in easement
20		Physicians Dev. Group LLC	500	TE	SF 5	Church	
21	Lake Reserve	Lake Reserve, Lakeside Acres (12 individual owners)	2,236	TE	SF 5	Reserve	

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Funding for Douglas Avenue Bus Facility Improvements (Districts I and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget and adopt the resolution.

Background: On June 21, 2016, the City Council approved Supplemental Design Agreement No. 2 with LK Architecture Inc. to provide final plans for construction of the remaining curb extensions, crosswalk markings at selected intersections, and streetscaping elements for Douglas from Main to Washington. A structural conditions assessment for the Douglas Avenue Railroad Underpass was also included within the supplemental agreement.

Analysis: The project will add to the recently completed project that constructed a limited number of curb extensions and transit shelters on Douglas from Main to Washington. Additional curb extensions will be constructed providing shorter crossing distances for pedestrians crossing Douglas and opportunities for landscape amenities. Enhancements are also being designed for the existing light trellises on Douglas. The structural analysis of the Railroad Underpass will provide recommendations for improvements that need to be completed prior to installing lighting and artistic elements to enhance the pedestrian experience through the underpass.

Financial Considerations: The design fee to date is \$135,010. Supplemental Design Agreement No. 2 is \$78,230, for a total design fee of \$213,240. The original design agreement and Supplemental Design Agreement No. 1 was funded by the Douglas, Main to Washington Project.

Staff is requesting initiating \$1.5 million that is available in 2016 in the Adopted 2016-2025 Capital Improvement Program (CIP) for Douglas, Main to Washington for final design, right-of-way-acquisition, construction, and staff administration and oversight costs.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the budget, adopt the resolution, and authorize the necessary signatures.

Attachments: Resolution and budget sheet.

RESOLUTION NO. 16-421

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Design, construction, acquisition of right-of-way, and staff oversight costs for Douglas Avenue Bus Facility Improvements, Douglas, Main to Washington (472-85299).

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$1,500,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2016, 2017

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85299

COUNCIL DISTRICT: 13 Council Districts 1, 6

DATE COUNCIL APPROVED: 11/1/16

REQUEST DATE:

PROJECT #: 211564

PROJECT TITLE: Douglas Avenue Bus Facility Improvements 472-85299

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Douglas Avenue Bus Facility Improvements 472-85299

OCA #: 707111

OCA TITLE: Douglas Avenue Bus Facility Improvements 472-85299

PERSON COMPLETING FORM: Kim Pelton

PHONE #: 268-4499

PROJECT MANAGER: Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$1,500,000.00	2999 Contractuals	\$1,500,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$1,500,000.00

EXPENSE TOTAL: \$1,500,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Design, construction, acquisition of right-of-way, and staff oversight costs for Douglas Avenue Bus Facility Improvements, Douglas, Main to Washington (472-85299).

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$1,500,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: National Sexual Assault Kit Initiative (SAKI) grant

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve participation in the National Sexual Assault Kit Initiative (SAKI) grant.

Background: The Wichita Police Department was offered grant funding for investigative overtime necessitated by the National SAKI generated leads. The Kansas Bureau of Investigation (KBI) was selected as one of 20 recipients of the National Sexual Assault Kit Initiative (SAKI) Grant awarded by the U.S. Department of Justice's Bureau of Justice Assistance. The KBI launched a review of available data to examine the potential existence of un-submitted sexual assault kits in the State of Kansas. Since then, the KBI has partnered with various agencies within the state and convened a multidisciplinary working group. That group consists of representatives from law enforcement, including the Wichita Police Department, as well as forensic laboratories, prosecutors, forensic nurses, and victim advocacy representatives. Discussions have examined the issue of un-submitted sexual assault kits and factors that have led to accumulations of this evidence. The objective has been to proactively formulate best-practice standards for law enforcement agencies, forensic laboratories, and prosecutors across the state.

Analysis: The mission of the KBI is to provide professional investigative, laboratory, and criminal justice information services to Kansas law enforcement agencies while promoting public safety to the community and preventing crime in Kansas. The Wichita Police Department is committed to working collaboratively with the KBI and other criminal justice partners, utilizing science and technology in the investigation of sexual assaults and sharing criminal investigative information to remove predatory offenders from our community and reduce victimization through the implementation of a statewide strategy. By testing additional sexual assault evidence, cases may be linked and serial offenders may be identified, which subsequently may prevent future assaults. Specific to the Wichita Police Department, as additional sexual assault evidence is tested, investigators may be required to conduct further investigative actions resulting in overtime pay.

Financial Considerations: The Kansas Bureau of Investigation (KBI) reimburses the Wichita Police Department for overtime up to \$14,000 for award period, October 1, 2015 to September 30, 2018. The Wichita Police Department is responsible for the base salary and benefits for any staff person assigned to conduct follow-up on National SAKI leads.

Legal Considerations: The Memorandum of Understanding and Agreement have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Kansas Bureau of Investigation MOU and Agreement.

Attachments: MOU and Agreement.



Kansas Bureau of Investigation

Kirk D. Thompson
Director

Derek Schmidt
Attorney General

September 12, 2016

Chief Gordon S Ramsay
Wichita Police Department
2235 W 37th Street N
455 N Main Street
Wichita, Kansas 67204

Chief Ramsay:

Attached for your review and signature are documents relating to the overtime operating budget being provided to the Wichita Police Department as part of the Kansas Bureau of Investigation's Sexual Assault Kit Initiative (SAKI) grant awarded by the Bureau of Justice Assistance.

Please review the package carefully, sign where indicated, and initial the final page of each enclosed appendix. Please return to our office the original MOU packet. We will provide you with a scanned version of the fully executed agreement for your files.

Please forward a copy of this MOU to your fiscal office so they are aware of the Office of Management and Budget's (OMB) Super Circular for federal awards.

Thank you for your support of the Kansas Bureau of Investigation and the Kansas Sexual Assault Kit Initiative. If you have any questions, please feel free to contact me or our SAKI Site Coordinator, Megan Roberts, at (785) 296-7135.

Award #: 2015-AK-BX-K001

Initiative: National Sexual Assault Kit Initiative (SAKI)

Award Maximum: \$14,000

Award Period: October 1, 2015 – September 30, 2018

Sincerely,

Katie Whisman
Executive Officer

THE NATIONAL SEXUAL ASSAULT KIT INITIATIVE (SAKI)

MEMORANDUM OF UNDERSTANDING

BETWEEN THE KANSAS BUREAU OF INVESTIGATION

&

THE WICHITA POLICE DEPARTMENT

October 1, 2015 to September 30, 2018

Grant No. 2015-AK-BX-K001

CFDA No. 16.833

Scope of Service

The FY15 National Sexual Assault Kit Initiative (SAKI) provides funding to support multidisciplinary community response teams engaged in the comprehensive reform of jurisdictions' approaches to sexual assault cases resulting from evidence found in previously unsubmitted sexual assault kits. The goal of the SAKI is the creation of a coordinated community response that ensures just resolution to these cases whenever possible through a victim-centered approach, as well as to build jurisdictions' capacity to prevent the development of conditions that lead to high numbers of unsubmitted sexual assault kits in the future.

The services carried out under this Memorandum of Understanding (MOU) shall be consistent with those contained in the Kansas Bureau of Investigation's (KBI/Grantee/Recipient) SAKI proposal and budget as approved for funding by the Department of Justice (DOJ) Bureau of Justice Assistance (BJA). Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from the KBI.

The Wichita Police Department (Participating Agency/sub recipient) agrees to provide written notice to the KBI at least (30) days in advance of any planned withdrawal from this agreement. Upon the date specified in the written notice of withdrawal, this agreement shall become void but this shall have no effect on related MOUs between the KBI and other participating agencies/sub recipients under the SAKI grant. The KBI shall process all allowable reimbursement requests for the Participating Agency/sub recipient through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a SAKI award requires different levels of approval. In all cases the Participating Agency/sub recipient is responsible for forwarding a request for authorization for reprogramming to the KBI. The Participating Agency/sub recipient is also responsible for maintaining detailed records of any reprogramming activities. Total reimbursement under this agreement shall not exceed the total budgeted amount. Funding may be reduced, redirected, suspended, or terminated by the KBI if the total amount awarded to the KBI is reduced, redirected, suspended, or terminated by the federal government.

2015-AK-BX-K001 MOU

Page 1 of 4

Reporting Requirement

The administrative and audit requirements and cost principles that apply to SAKI recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. All participating agencies/sub recipients will be required to prepare a final report of initiative expenditures which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI (Appendix G) and shall contain a listing of expenditures/costs by cost category from the approved SAKI budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure by the Participating Agency/sub recipient to submit reports on a timely basis may result in the interruption or termination of SAKI funding for Participating Agency/sub recipient.

Assurances

Participating Agency/sub recipient agrees to abide by the terms and special conditions set forth in the Cooperative Agreement between the BJA and the KBI (Appendix A); the terms and special conditions for sub grantees (Appendix C) as set forth by the KBI in accordance with requirements outlined in the SAKI Competitive Grant Announcement; Office of Management and Budget (OMB) Form 424B, Assurances - Non-Construction Programs (Appendix D); Certifications regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, Drug Free Work Place Requirements, Federal Debt Status, and Nondiscrimination Statutes and Implementing Regulations (Appendix E).

Participating Agency/sub recipient will submit a signed OMB Form 0348-0046, Disclosure of Lobbying Activities (Appendix F) and a signed A-133 Single Audit Certification (Appendix I).

Invoicing

The Participating Agency/sub recipient shall invoice the KBI once per month, on or about the fifteenth of the month, for reimbursement of expenditures incurred during the prior thirty-day period. Invoices shall be of a form approved by the KBI (Appendix G) and shall contain a listing of expenditures by category. Reimbursement forms should be submitted to the KBI Fiscal Contact monthly with copies of required supporting documentation attached. The Participating Agency/sub recipient shall retain the original supporting documentation.

Reimbursement of personnel costs, including overtime, and fringe, will require submission of the covered employee's signed timesheet and a breakdown of the reimbursement amount requested. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. When claiming reimbursement of overtime expenses, an Overtime Supplemental Report (Appendix H) will be required.

Reimbursement of approved travel will require submission of the invoice, signed by the Participating Agency's/sub recipient's designated Project Manager, for the covered expense. Other purchases not related to the grant may be present on the invoice so long as the related purchase and amount being charged to the grant is clear. In instances where only a portion of a covered expense is billed to the grant, the invoice should include clear documentation breaking down the cost being billed to the grant.

Failure to comply with these terms and conditions may result in temporarily withholding cash payments pending correction of the deficiency, disallowing all or part of the cost of the activity or action not in compliance, or wholly or partially suspending or terminating the federal award.

All reimbursements will be of an approved expenditure. Cash advances will not be approved.

Acceptance

Acceptance of this MOU by Participating Agency/sub recipient is acceptance of all standards and conditions of the SAKI Award, included as Appendix A, B, C, D, E, F, G, H, and I.

- Appendix A: FY 15 BJA SAKI Cooperative Agreement
- Appendix B: FY 15 SAKI Budget Summary
- Appendix C: Sub Recipient Special Conditions
- Appendix D: OMB Form 424B, Assurances – Non-Construction Programs
- Appendix E: ONDCP Certifications regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug Free Work Place Requirements; Federal Debt Status and Nondiscrimination Statutes and Implementing Regulations
- Appendix F: OMB Form, Certification Regarding Lobbying
- Appendix G: Reimbursement Form
- Appendix H: Overtime Supplemental Report
- Appendix I: A-133 Single Audit Certification

KBI Fiscal Contact:

Karen Dindios
Kansas Bureau of Investigation
1620 SW Tyler
Topeka, Kansas 66612
785-296-4452
karen.dindios@kbi.state.ks.us

KBI Project Manager:

Katie Whisman, Executive Officer
Kansas Bureau of Investigation
1620 SW Tyler
Topeka, Kansas 66612
785-296-8209
katie.whisman@kbi.state.ks.us

Participating Agency/sub recipient Fiscal Contact:

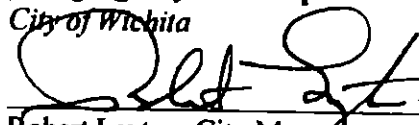
Jason Stephens, Lieutenant
Wichita Police Department
455 N Main Street
Wichita, Kansas 67202
316-268-4137
jstephens@wichita.gov

Participating Agency/sub recipient

Gordon S Ramsay, Chief of Police
Wichita Police Department
2235 W 37th Street N
455 N Main Street
Wichita, Kansas 67204
316-268-4158
gramsay@wichita.gov


Participating Agency/sub recipient:

City of Wichita


Robert Layton, City Manager

9/23/16
Date

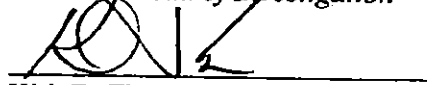
Through Wichita Police Department


Gordon S Ramsay, Chief of Police

9/21/16
Date

SAKI Fiscal Agent:

Kansas Bureau of Investigation


Kirk D. Thompson, Director

9/12/2016
Date

APPROVED

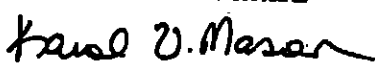




Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612-1837		4. AWARD NUMBER: 2015-AK-BX-K001	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2018	
2a. GRANTEE IRS/VENDOR NO. 486229725		6. AWARD DATE 09/10/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 150943496		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE 2015 SAKI Project		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 2,000,000	
		11. TOTAL AWARD \$ 2,000,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15 EIA - Sexual Assault Kit Initiative - Pub. L. No. 113-215, 128 Stat 2130, 2193			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.833 - National Sexual Assault Kit Initiative			
15. METHOD OF PAYMENT OPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Kabe Whisman Executive Officer	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. ORC. REQ. SUB. POMS AMOUNT X B AK 80 00 00 2000000		21. FAKUGT1312	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by e-mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



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SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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19. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
20. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
21. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
22. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
23. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
24. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
25. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
26. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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27. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

28. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
29. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statement: "This project was supported by Grant No. 2015-AK-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
30. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



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31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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32. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
34. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
35. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
36. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
37. The recipient agrees not to obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and a Grant Adjustment Notice has been issued removing this condition.
38. The recipient may not obligate, expend or draw-down more than 25% of the total eligible award amount until a completed inventory and/or certification of a completed inventory has been provided to BJA. BJA will review the inventory documentation to ensure that it contains a detailed and descriptive list of Sexual Assault Kits (SAKs), containing information such as, but not limited to: item identifiers, quantity, and location of the item. Once BJA has reviewed and approved the grant recipient's certification or certificate thereof, a Grant Adjustment Notice (GAN) will be issued removing this special condition.
39. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



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40. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
41. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
42. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$574,594	\$0	\$574,594
B. Fringe Benefits	\$130,971	\$0	\$130,971
C. Travel	\$7,942	\$0	\$7,942
D. Equipment	\$0	\$0	\$0
E. Supplies	\$157,686	\$0	\$157,686
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$1,125,442	\$0	\$1,125,442
H. Other	\$3,365	\$0	\$3,365
Total Direct Costs	\$2,000,000	\$0	\$2,000,000
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$2,000,000	\$0	\$2,000,000

Federal Request	\$2,000,000
Non-Federal Amount	\$0
Total Project Cost	\$2,000,000

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

PARTICIPATING AGENCY / SUB RECIPIENT SPECIAL CONDITIONS
WICHITA POLICE DEPARTMENT
2015-AK-BX-K001

1. Award sub recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information with the KBI. If the subrecipient has personnel changes with the primary contact information, the KBI Program Manager must be notified within 10 business days of the change.
2. The sub recipient agrees to submit to KBI for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least sixty (60) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2015-AK-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
3. The sub recipient agrees that supporting personnel costs, including overtime, will be utilized to ensure adequate follow up and thorough investigation of cases related to testing of Sexual Assault Kits (SAKs) that have been identified as previously unsubmitted/untested.

Overtime reimbursement will be authorized for work on the following Wichita Police Department case numbers:

10C022072	11C030301	12C020214	13C003959	14C061013
10C043466	11C038029	12C021359	13C005426	14C063078
10C053794	11C042108	12C023723	13C009099	14C063201
10C056710	11C043480	12C025065	13C013203	14C065308
10C060396	11C045767	12C025699	13C023321	14C068657
10C065739	11C051605	12C028923	13C024728	14C070366
10C071301	11C055498	12C032549	13C026913	14C072740
10C075589	11C058844	12C034308	13C029017	14C076191
10C084975	11C060261	12C038801	13C033312	14C077008
10C090037	11C063078	12C041840	13C034347	14C078915

4. The sub recipient agrees to provide to the forensic laboratory requested biological exemplars (samples), to include but not be limited to collection of known reference standards, to assist in final case resolution.
5. The sub recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
6. The sub recipient agrees to assist the Kansas Sexual Assault Kit Initiative's multidisciplinary working group in evaluating efficacy of their *Interim Victim Notification Protocol for Delayed CODIS-HIT Cases with Suspect Identification* by implementing all of the recommendations in the protocol and providing requested feedback to the state level team.
7. The sub recipient agrees to participate in available training, which may include cross-disciplinary training, to ensure all participants/disciplines are prepared to respond to the evidence emerging from unsubmitted SAKs in a trauma-informed and victim-centered manner and improve the quality of response to future reports of sexual assault.
8. The sub recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Within 90 days of signing this memorandum of understanding, the agency will submit to the KBI a Privacy Certificate that is in accordance with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23

ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program, if you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. S. C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S. C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U. S. C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S. C. 1501-1508 and 7324-7328) which limit the political activities are funded in whole or in part with Federal Funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11890; (d) evaluation of flood hazards in floodplains in accordance with EO 11888; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1988 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

OFFICE OF NATIONAL DRUG CONTROL POLICY

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a Disclosure of Lobbying Activities (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- (c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction' violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing an on-going drug free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (d) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (c) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (f) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida, 33166. Notice shall include the identification number of each affected grant;
- (g) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
- (1) Taking appropriate personnel action against such an employee, upto and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency;
- (h) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (street address, city, country, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect of make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

- A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and
- B. If convicted of a criminal drug offense resulting form a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 8401 Northwest 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations:


- (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____ if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612 Congressional District, if known: Kansas 2		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: 16.833		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 2,000,000.00		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bar above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services; and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**SAKI
Reimbursement Form**

Agency

Wichita Police Department
2235 W 37th Street N
455 N Main Street
Wichita, KS 67204

Invoice for the month of:
Dec-15

Award Period 11/1/15 to 9/30/18

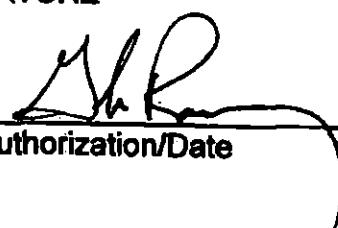
Sexual Assault Kit Initiative

CFDA number 16.833

Category	Allocation	Expenditures to date	Balance Available	Expenditures This Period
Overtime	14,000.00		14,000.00	
Total	14,000.00	0.00	14,000.00	

AUTHORIZED CERTIFYING OFFICIAL
(TYPE OR PRINT)

SIGNATURE



PHONE NUMBER

KBI Authorization/Date

Please attach all supporting documents

OVERTIME SUPPLEMENTAL REPORT

[illegible]

Supervisor Comments:	

Note: This is a supplement to the Employee's time sheet and is submitted only at the end of the applicable reporting period. This supplement must be submitted along with the Employee's time sheet. This form may be submitted electronically if name and date are typed.

***Employee Identification Number or Credential Number may be used.**

I certify that the hours reported were spent in support of the above listed project only, with advance authorization from my supervisor and the Applicable Program Manager.

Signature of Employee

Date _____

Signature of Supervisor

Date _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133 Single Audit (§200.502)

Agreement between the City of Wichita and the Kansas Bureau of Investigation (KBI) under the FY 2015 National Sexual Assault Kit Initiative Grant (CFDA No. 16.833, Award No. 2015-AK-BX-001) for the period of 10/01/2015 to 09/30/2018 in the amount of \$2,000,000.00.

The KBI is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the KBI to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below and provide all appropriate documentation regarding your organization's compliance with the audit requirements. This is part of the sub recipient's grant agreement with the KBI.

Name of organization: _____

Sub recipient's DUNS # _____

Federal Employer Identification Number (FEIN): _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ending _____

Here is the link to our audit report. _____

If material exceptions were noted, please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending _____

to be completed by _____. A copy of our audit report will be forwarded to the KBI within 30 days of receipt of the report.

3. We are not subject to Circular A-133 audit because:

- a) We are a for-profit organization.
- b) We expend less than \$500,000 in federal awards annually.
- c) Other (please explain): _____

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Release of Easement at 656 South West Street (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the release.

Background: In 1982, the City of Wichita acquired an easement for controlled access highway use over a parcel located at the northeast corner of West Street and Kellogg Drive as part of the Kellogg and West Street interchange project. The parcel was utilized to provide access from West Street to an adjacent property. The Kansas Department of Transportation (KDOT) has a project underway to improve the interchange. The new project eliminates the need for the access. KDOT has acquired the underlying fee ownership to the parcel and has requested the City release the easement.

Analysis: Releasing the easement to KDOT will allow KDOT to market the property. KDOT has had the parcel appraised and it was valued at \$63,500 for the approximately 11,303 square feet that is surplus to the highway project. KDOT will attempt to sell the property for this amount. The original acquisition was funded 12.5% by the City and 87.5% by KDOT. Per the City/State agreement for the original project, net proceeds of any sale would be prorated per these percentages.

Financial Considerations: The City will receive cash consideration for the sale of the property. The proceeds from the sale, will be deposited to the General Fund or as directed. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

Legal Considerations: The Law Department has approved the quit claim deed as to form.

Recommendation/Action: It is recommended that the City Council approve the release of easement and authorize all necessary signatures.

Attachments: Quit Claim Deed and Aerial.

No Sales Validation Required KSA 79-1437e(a)(13)

QUITCLAIM DEED

THIS DEED, Made this _____ day of _____, 2016 by and between **the City of Wichita, Kansas, a municipal corporation**, as first party, and **The Secretary of Transportation of the State of Kansas** of Shawnee County, in the State of Kansas, as second party,

WITNESSETH, That first party, in consideration of the sum of one dollar and other valuable consideration the receipt of which is hereby acknowledged, does by these presents Convey and Quitclaim unto second part, its successors and assigns, all the estate, right, title, interest and claim which first party has in and to the following described real estate situated in the County of Sedgwick and State of Kansas, to-wit:

A tract of land in the Northwest Quarter of Section 25, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, being all of that tract of land described in deed recorded in Film 523 at Page 509 in the office of the Register of Deeds in and for said Sedgwick County, described verbatim as follows:

“PERMANENT EASEMENT for controlled access highway, grading, and removal of borrow material over and upon a tract of land in the Northwest Quarter of Section 25, Township 27 South, Range 1 West of the 6th P.M., more fully described as:

Lot 1, and the West 10 feet of Lot 2, and the East 5 feet of the West 15 feet of the North 136.53 feet of Lot 2, Parkway Addition, Wichita, Sedgwick County, Kansas,”

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said first party covenants that at the date hereof, first party has executed no conveyance or other instrument of writing affecting said real estate which does not now appear of record in the office of the Register of Deeds of said County and State.

In Witness Whereof, first party has executed this deed on the day and year first above written.

THE CITY OF WICHITA, KANSAS

By: Jeff Longwell, Mayor

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged, before me this _____ day of _____, 2016 by Jeff Longwell, Mayor of the City of Wichita, Kansas, a municipal corporation.

Notary Public

My Commission Expires: _____

Northeast Corner of Kellogg and West



Legend

☐ Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,415



City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Sale of Lot 4, Block A, Auburn Hills 13th Addition (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: In 2002, the City of Wichita acquired five platted, residential lots in the 13700 Block of West Onewood. The lots are legally described as Lots 1 through 5, Block A, Auburn Hills 13th Addition. The lots are near the Auburn Hills Golf Course clubhouse. The land was acquired for overflow parking; however, the need has not materialized. The interim use of the site has been for turf growing. The lots are zoned single-family. On March 3, 2015, the City Council approved declaring the lots surplus and offering them for sale. On July 7, 2015, the City Council approved allowing the developer of the subdivision to list and market the lots for the City thus providing greater marketing exposure through inclusion into the development marketing plan. The lots have been advertised on the internet and on the City's website. Additionally, the developer of the subdivision has been marketing the properties as part of the area's development plan.

Analysis: The City has received a contract for Lot 4. The offer is from a contractor active in the area. The contractor intends to construct a model home on the lot, use it in its marketing plan and then sell the house to a private party. The contractor has offered \$45,000 for the lot. Per the agreement with the developer, there will be no commission on the transaction.

Financial Considerations: The City will receive cash consideration for the sale of the property. Additionally, the City will not have to pay the commission that is normally associated with an open listing sale. The funds from the sale will return to the Golf Fund. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract and authorize all necessary signatures.

Attachments: Real estate purchase agreement and aerial.

Lot 4, Block A, Auburn Hills 13th Addition



Legend

☐ Parcels



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,673



CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE - LAND
WICHITA AREA ASSOCIATION OF REALTORS®

THIS AGREEMENT, Made and entered into this 8th day of September, 2016, by and between
City of Wichita, hereinafter referred to as "Seller",
whether one or more, and Wichita Pte Const. LLC, hereinafter
referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the
parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following
described real property situated in Sedgewick County, Kansas to-wit:

[CP]

13706 13702 W Onealwood St
Wichita, KS 67235

Lot 5 B1K A Auburn Hills 13th "the Property."

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the
above described real property, the sum of (\$ 45000.00) Forty five thousand
Dollars in manner following, to-wit:

Cash at closing

3. **1031 TAX EXCHANGE:** Seller and Buyer may, at their respective options, elect to participate in a tax deferred exchange
under Section 1031 of the Internal Revenue code in connection with this transaction and Buyer and Seller agree to
reasonably cooperate with each other in connection with the same provided: (a) neither is required to enter into the chain
of title on the other party's property and that such party uses a qualified intermediary to effect the exchange; (b) each
party will be exclusively responsible for all costs incurred in connection with their respective exchange; and (c) closing of
this transaction is not unreasonably delayed in any manner because of any such exchange.

4. **TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer, at Seller's option, either an abstract or a title insurance
company's commitment to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming
Buyer as the insured. Except for assumptions or owner-carry transactions, the commitment shall show marketable title
vested in Seller, subject to any of the following exceptions which may apply: Easements; if Buyer fails to obtain a survey,
any encroachments that would have been disclosed by a survey; rights-of-way of record; trees, plantings and fences;
restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special
assessments; zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein;
and those exceptions which are standard to American Land Title Association's Form B or as specified herein and in an
assumption, the mortgage securing the loan which the Buyer is assuming. A copy of the title commitment will be furnished
to Seller, Buyer, lender, listing broker, and selling broker as promptly as possible. The Seller and Buyer shall each pay one-
half the cost of the title insurance. In the event a Builder/Seller is entitled to a discount, the Builder/Seller shall receive the
full discount. Buyer shall pay for any title coverage for the benefit of Buyer's lender. Buyer shall have a reasonable time,
not to exceed 5 business days, to examine the title insurance commitment and to notify Seller of any objections to the title.
Seller shall have reasonable time, not to exceed 30 days from the scheduled closing date, to cure any title defect other
than the exceptions listed above. Should the Seller be unable to furnish marketable title subject to the foregoing
exceptions, and should this Contract be terminated for that reason, then the earnest money shall be refunded promptly to
the Buyer, the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs, the cost of any survey paid for by

Buyer's Initials

[CP]

Seller's Initials

43 Buyer if, but only if, the survey disclosed a title defect that cannot be corrected within the time provided above, attorney's
 44 fees for examining title, and title insurance cancellation fees, and all parties shall be released from any further obligation.
 45 Title Evidence to be ordered from: Security 1st Title
 46

47 5. Mineral rights: _____ % pass with the land to the Buyer
 48 _____ % remain with the Seller
 49 _____ % are owned by third party
 50 ☒ unknown

51 Are there any oil, gas, or wind leases of record or Other? (please explain) NONE
 52

53 6. Crops planted at the time of sale: _____ pass with the land to the Buyer
 54 _____ remain with the Seller
 55 ☒ none
 56 _____ negotiable
 57 _____ other (please describe): _____
 58

59 7. Water rights: _____ pass with the land to the Buyer - Permit # _____
 60 _____ remain with the Seller - Permit # _____
 61 _____ have been terminated

62 8. Any additional leasehold interests or tenant's rights in the subject property: NONE
 63
 64

65 9. Land currently zoned as Residential

66 10. **COMPONENTS OF SYSTEMS AND EQUIPMENT LISTED IN SELLER'S PROPERTY DISCLOSURE REPORT:** If a Seller's
 67 Property Disclosure Report ("Report") is furnished to Buyer, the Report will identify certain components of systems and
 68 equipment and will provide whether the Property so identified will or will not be transferred to Buyer at closing. In the
 69 event of a conflict between the Report and an MLS listing, the Report shall govern. In the event of a conflict between
 70 the Report and language written into the body of this Contract, the language written into the body of this Contract shall
 71 govern. If no Report is furnished to Buyer, then the following provisions shall govern the personal property to be
 72 transferred by Seller to Buyer at closing: N/A
 73

74 11. **SURVEY:** Broker recommends that Buyer acquire a current boundary and improvement survey on the Property being
 75 purchased, regardless of lender's survey requirements. If survey is not performed regarding all or part of the property,
 76 Buyer is bound by whatever information a survey would have revealed and waives any claim, right or cause of action. See
 77 paragraph 4.

78 12. **DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed, Affidavit of No Liens,
 79 or other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the
 80 transaction, shall be shared equally between the Buyer and Seller, but if lender prohibits Buyer from doing so, Seller shall
 81 pay such costs.

82 13. **EARNEST MONEY:** The Buyer does hereby deposit with Security 1st Title (Company
 83 Name), earnest money in the form of Check and in the amount of \$500.00, as security that the
 84 terms and conditions of this Contract shall be fulfilled by the Buyer. Earnest money shall be deposited within five business

Buyer's Initials CP Seller's Initials _____

85 days after Acceptance of the Contract by all parties. The earnest money shall be applied to the purchase price at closing.
 86 Pursuant to K.S.A. 58-3061, the broker can only disburse earnest money 1) pursuant to written authorization of Buyer and
 87 Seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties.
 88 Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the
 89 parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money,
 90 once deposited, without the consent of all parties to this agreement. Buyer and Seller agree that failure by either to
 91 respond in writing to a certified letter from Broker within seven (7) days of receipt thereof or failure to make written
 92 demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this
 93 agreement shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as
 94 demanded by the other party hereto. If a dispute arises over disposition of funds or documents deposited with the escrow
 95 agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses
 96 incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money
 97 or other funds deposited with the escrow agent or listing broker. In addition to forfeiture of earnest money to Seller or
 98 return of earnest money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this
 99 Contract or any other remedy allowed by law or equity.

100 **14. HEIRS AND ASSIGNS:** This Contract shall inure to the benefit of, and be fully binding upon the Seller, their heirs,
 101 executors, administrators, successors and assigns. No assignment shall serve to release or relieve the party assigning from
 102 any responsibilities or obligations hereunder.

103 **15. KANSAS LAW APPLIED:** This Contract and its validity, construction and performance shall be governed by the laws of
 104 Kansas.

105 **16. MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services
 106 provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the
 107 Homesellers / Homebuyers Dispute Resolution System prior to filing a lawsuit. Disputes shall include representations
 108 made by the Buyer, Seller, or any real estate broker/licensee in connection with the sale, purchase, financing, condition, or
 109 other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence,
 110 and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the
 111 parties pursuant to the mediation conference shall be binding.

112 The following matters are excluded from mediation hereunder: (a) earnest money disputes; (b) judicial or non-judicial
 113 foreclosure or other action or proceeding to enforce a mortgage or escrow contract; (c) an unlawful detainer action; (d) the
 114 filing or enforcement of a mechanic's lien; (e) any matter which is within the jurisdiction of a probate court; or (f) violation
 115 of Kansas real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, for
 116 order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to
 117 mediate under this provision, nor shall it constitute a breach of the duty to mediate.

118 By signing below, the parties hereby acknowledge receipt of the standard announcement brochure for the Homesellers /
 119 Homebuyers Dispute Resolution System, and agree to submit disputes, as described above, to mediation, in accordance
 120 with the Homesellers / Homebuyers Dispute Resolution System and rules and procedures of the mediation provider prior
 121 to filing a lawsuit.

122 **17. PRORATION OF TAXES AND RESERVES:** All ad valorem taxes, the current annual installment of special assessments,
 123 rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing date, unless
 124 otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the previous year unless
 125 the previous year's assessed valuation was based on a lesser improved property, in which case taxes shall be determined
 126 from the assessed valuation and the officially-established mill levy prevailing at closing. Special assessments shall be
 127 prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by the closing agent.
 128 **BUYER IS RESPONSIBLE FOR VERIFYING THE AMOUNT OF TAXES AND SPECIAL ASSESSMENTS.**

129 **18. INTERIM MAINTENANCE:** Seller agrees to deliver possession of the Property in a like or better condition than it is
 130 now, reasonable wear and tear excepted.

Buyer's Initials _____

CP

Seller's Initials _____

19. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and the parties agree to close on or before October 15, 2016. Seller agrees to give possession as follows: at closing

20. **AGENCY DISCLOSURE:**

☒ Seller is not represented by a REALTOR®/Real Estate licensee

Listing Broker/Licensee is functioning as an:

☐ Agent of the Seller

☐ Designated Seller's Agent*

☒ Transaction Broker

Selling Broker/Licensee is functioning as:

☐ Agent of the Seller

☐ Agent of the Buyer

☐ Transaction Broker

☐ Designated Seller's Agent*

☐ Designated Buyer's Agent*

*Supervising Broker acts as a Transaction Broker

Seller and Buyer acknowledge receipt of the "Real Estate Brokerage Relationships" brochure.

21. **REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in paragraph 25 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to the Property, including but not limited to the environmental condition of the Property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations or warranties stated in paragraph 25 have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made by any other party. Since the listing/selling brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any terms or conditions of this Contract. Again, it is emphasized that if any party believes representations or warranties have been made by the listing/selling brokers, or their agents, employees, or associates, they must be set forth specifically and in writing in paragraph 25 (Additional Terms and Conditions) if they are to be effective or enforceable.

22. **BROKERAGE FEES:** The party handling the closing is hereby authorized and directed to collect and disburse the brokerage fees at closing.

23. **ALTERATIONS:** Any alteration of the terms and conditions of this Contract must be agreed to in writing by both Buyer and Seller.

24. **LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the Property or item of personal property covered by this Contract. Any existing liens which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds at the closing.

25. **ADDITIONAL TERMS AND CONDITIONS:**

Buyer's Initials

CP

Seller's Initials

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182 26. SURVIVAL AFTER CLOSING: The provisions of paragraphs 5, 6, 7, 8, 10, 18, 19, and 24 shall survive the Closing.

183 **27. AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes any
184 previously executed contracts, representations, verbal or written. Neither this Contract, nor any interest herein, shall be
185 transferred or assigned by Buyer without the prior written consent of Seller.

186 Buyer and Seller hereby acknowledge receipt of separate expense itemizations estimating approximate costs to be
187 incurred. Buyer and

188 Seller also acknowledge that they have read the entire Contract and that by signing page six (6) of this six (6) page
189 Contract, they agree to all terms contained herein.

190 "Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with
191 the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may
192 find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by
193 contacting the local sheriff's office."

194 "Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations
195 of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human
196 carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires
197 sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real
198 property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test
199 performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted
200 by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation
201 technician. For additional information go to <http://www.kansasradonprogram.org>"

NOTE: "Acceptance", unless otherwise agreed in writing, is defined as the latest dated signature or initials which resulted in a final agreement between the parties.

04 SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.

Buyer's Initials CP Seller's Initials _____

Rev. 12/10

Wichita Area Association of REALTORS®

Page 5 of 6

Form #2528

205 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. BROKER RECOMMENDS TO
 206 BUYER AND SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED IN ANY
 207 REAL ESTATE TRANSACTION.

208 IN WITNESS WHEREOF, said parties hereunto subscribe their names.

209 Buyer Craig Pate
 210 Print Name _____
 211 Last four Digits of Social Security # _____
 212 Date _____ Time _____
 213 Buyer _____
 214 Print Name _____
 215 Last four Digits of Social Security # _____
 216 Date _____ Time _____

Seller _____
 Print Name _____
 Last four Digits of Social Security # _____
 Date _____ Time _____
 Seller _____
 Print Name _____
 Last four Digits of Social Security # _____
 Date _____ Time _____

217 _____ FOR OFFICE USE ONLY _____

218 Agent _____
 219 Cell Phone _____ Fax _____
 220 E-mail _____
 221 Firm _____
 222 Phone _____ Fax _____

Agent Linda Robbins
 Cell Phone 316-648-1199 Fax _____
 E-mail lrobb@southwind.net
 Firm WADH
 Phone _____ Fax _____

223 A This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of
 224 the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the
 225 legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright December 2010.

Buyer's Initials _____ Seller's Initials _____

Property Taxes and Appraisals

LOT 4 BLOCK A AUBURN HILLS 13TH ADD.

Property Description

Legal Description LOT 4 BLOCK A AUBURN HILLS 13TH ADD.
 Owner WICHITA CITY OF
 Mailing Address 455 N MAIN WICHITA KS 67202-1600
 Geo Code D 56630
 PIN 00506032
 AIN 147260140100400
 Tax Unit 6714 056 WICHITA U-265 AT,DE,IL
 Land Use 9910 Residential highest and best use
 Market Land Square Feet 10,886
 Total Acres .25
 2016 Appraisal \$37,000
 2016 Assessment \$0

Authentic
Craig Pate
 10/13/2016 1:31:37 PM CDT

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2016	Exempt	\$37,000	\$0	\$37,000	+6%
2015	Exempt	\$35,000	\$0	\$35,000	-18%
2014	Exempt	\$42,500	\$0	\$42,500	
2013	Exempt	\$42,500	\$0	\$42,500	
2012	Exempt	\$42,500	\$0	\$42,500	
2011	Exempt	\$42,500	\$0	\$42,500	
2010	Exempt	\$42,500	\$0	\$42,500	
2009	Exempt	\$42,500	\$0	\$42,500	
2008	Exempt	\$42,500	\$0	\$42,500	
2007	Exempt	\$42,500	\$0	\$42,500	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2016	Exempt	\$0	\$0	\$0	
2015	Exempt	\$0	\$0	\$0	
2014	Exempt	\$0	\$0	\$0	
2013	Exempt	\$0	\$0	\$0	
2012	Exempt	\$0	\$0	\$0	

2011	Exempt	\$0	\$0	\$0
2010		\$0	\$0	\$0
2009	Exempt	\$0	\$0	\$0
2008	Exempt	\$0	\$0	\$0
2007	Exempt	\$0	\$0	\$0

Tax Billings

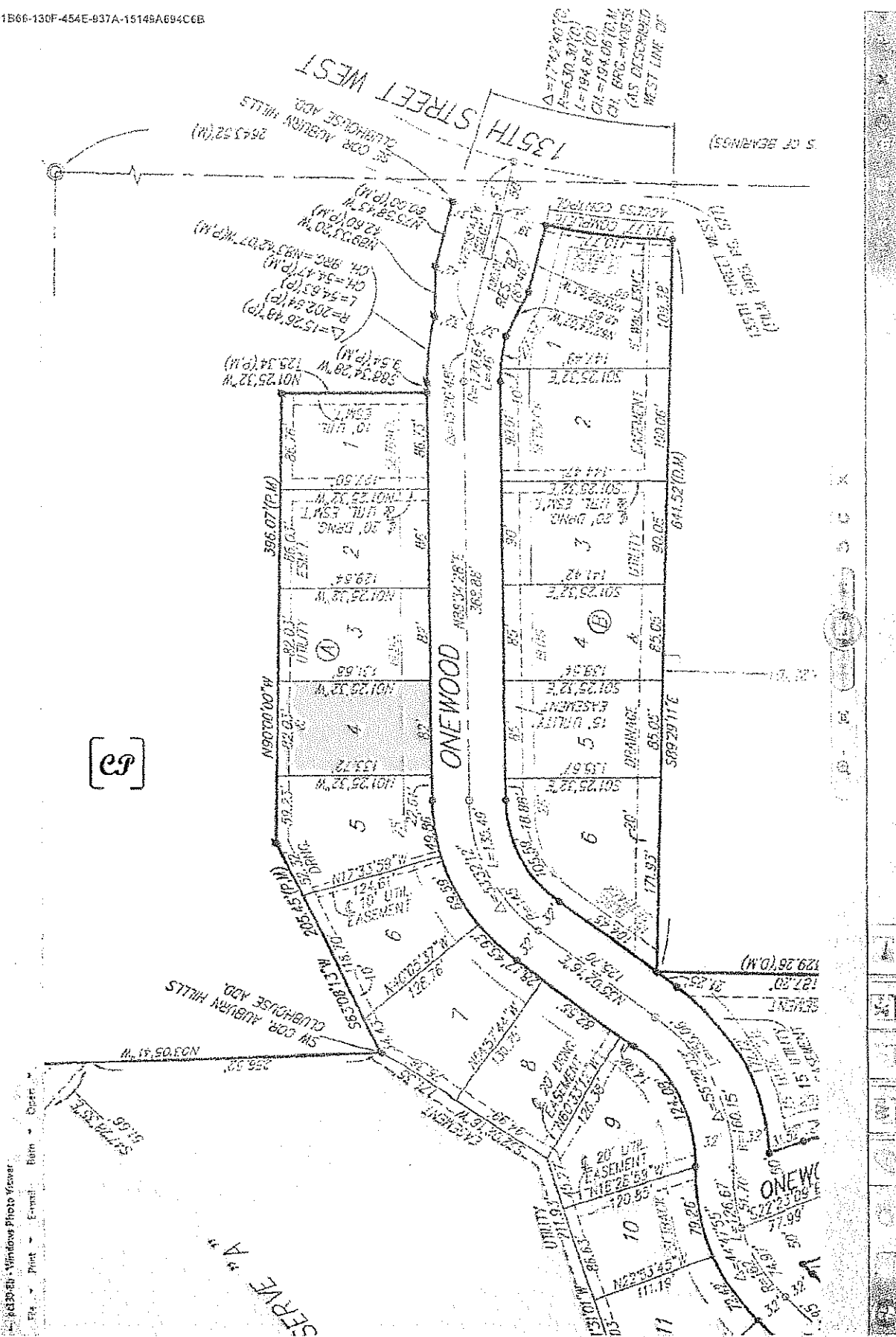
Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2015	128.574000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	130.149263	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	133.201958	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	133.825511	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	133.359577	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	133.965854	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.383000
0518 CITY OF WICHITA	32.686000
0608 USD 265	23.874000
0608 USD 265 SG	20.000000
0715 USD 265 OLD BOND	21.131000

Total: 128.574000

Authenticator
Craig Pate
10/13/2016 1:31:39 PM CDT



10/13/16 W. Cheevers

Exhibit B
(To Exclusive Listing Agreement)

1. As noted in paragraph 6 of the Exclusive Right to Sell Listing Agreement -- Land ("Listing"), Seller is not paying Broker any compensation for the sale of the Property. However, Seller has agreed that Broker may establish a right in the sales contracts concerning the Property to receive a 6% marketing fee in the connection with the initial construction of the residence on each parcel of the Property calculated based on the value of the completed residence. The marketing fee shall be shared by the Broker with any cooperating real estate agency or broker. Such marketing fee shall be payable upon completion upon each applicable residence. The obligation to pay the marketing fee as provided above shall be binding on the initial purchaser and each subsequent owner of the applicable parcel until the initial residence is constructed thereon and the marketing fee paid in full.
2. In order to provide for payment of the marketing fee as specified in paragraph 1 above, Seller hereby authorizes Broker to prepare the form of sales contract to be used in connection with the sale of each parcel of the Property and to include in such contract such provisions that the Broker determines are necessary to protect it and the interest of any cooperating broker/licensee to collect the marketing fee. Seller agrees not to sell any parcel of the Property without including such protective language that in any way will allow a purchaser to avoid payment of the marketing fee.

Authentisign
Craig Pate
10/13/2016 1:31:46 PM CDT

#470386 06/5/15

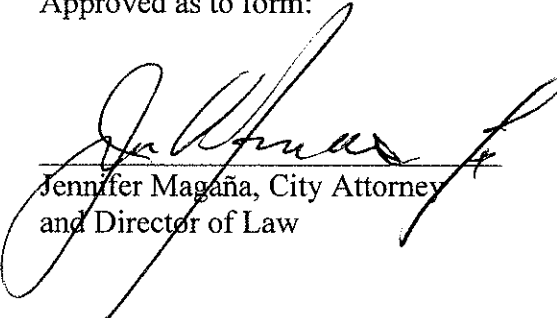
City of Wichita, Kansas

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:



Jennifer Magaña, City Attorney
and Director of Law

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: Sale of Lot 5, Block A, Auburn Hills 13th Addition (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: In 2002, the City of Wichita acquired five platted, residential lots in the 13700 Block of West Onewood. The lots are legally described as Lots 1 through 5, Block A, Auburn Hills 13th Addition. The lots are near the Auburn Hills Golf Course clubhouse. The land was acquired for overflow parking; however, the need has not materialized. The interim use of the site has been for turf growing. The lots are zoned single-family. On March 3, 2015, the City Council approved declaring the lots surplus and offering them for sale. On July 7, 2015, the City Council approved allowing the developer of the subdivision to list and market the lots for the City thus providing greater marketing exposure through inclusion into the development marketing plan. The lots have been advertised on the internet and on the City's website. Additionally, the developer of the subdivision has been marketing the properties as part of the area's development plan.

Analysis: The City has received a contract for Lot 5. The offer is from a contractor active in the area. The contractor intends to construct a model home on the lot, use it in its marketing plan and then sell the house to a private party. The contractor has offered \$45,000 for the lot. Per the agreement with the developer, there will be no commission on the transaction.

Financial Considerations: The City will receive cash consideration for the sale of the property. Additionally, the City will not have to pay the commission that is normally associated with an open listing sale. The funds from the sale will return to the Golf Fund. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract and authorize all necessary signatures.

Attachments: Real estate purchase agreement and aerial.

Lot 5, Block A, Auburn Hills 13th Addition



Legend

☐ Parcels



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,673



CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE - LAND
WICHITA AREA ASSOCIATION OF REALTORS®

THIS AGREEMENT, Made and entered into this 8th day of September, 2016, by and between
City of Wichita, hereinafter referred to as "Seller",
whether one or more, and Rabl Construction Inc, hereinafter
referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in Sedgwick County, Kansas to-wit:

13710 W OneWood St
Wichita, ks 67235

lot 5 Blk A Auburn Hills 13th "the Property."

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above described real property, the sum of (\$ 45000.00) Forty five thousand
Dollars in manner following, to-wit:

Cash at closing.

3. **1031 TAX EXCHANGE:** Seller and Buyer may, at their respective options, elect to participate in a tax deferred exchange under Section 1031 of the Internal Revenue code in connection with this transaction and Buyer and Seller agree to reasonably cooperate with each other in connection with the same provided: (a) neither is required to enter into the chain of title on the other party's property and that such party uses a qualified intermediary to effect the exchange; (b) each party will be exclusively responsible for all costs incurred in connection with their respective exchange; and (c) closing of this transaction is not unreasonably delayed in any manner because of any such exchange.

4. **TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer, at Seller's option, either an abstract or a title insurance company's commitment to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. Except for assumptions or owner-carry transactions, the commitment shall show marketable title vested in Seller, subject to any of the following exceptions which may apply: Easements; if Buyer fails to obtain a survey, any encroachments that would have been disclosed by a survey; rights-of-way of record; trees, plantings and fences; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments; zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein; and those exceptions which are standard to American Land Title Association's Form B or as specified herein and in an assumption, the mortgage securing the loan which the Buyer is assuming. A copy of the title commitment will be furnished to Seller, Buyer, lender, listing broker, and selling broker as promptly as possible. The Seller and Buyer shall each pay one-half the cost of the title insurance. In the event a Builder/Seller is entitled to a discount, the Builder/Seller shall receive the full discount. Buyer shall pay for any title coverage for the benefit of Buyer's lender. Buyer shall have a reasonable time, not to exceed 5 business days, to examine the title insurance commitment and to notify Seller of any objections to the title. Seller shall have reasonable time, not to exceed 30 days from the scheduled closing date, to cure any title defect other than the exceptions listed above. Should the Seller be unable to furnish marketable title subject to the foregoing exceptions, and should this Contract be terminated for that reason, then the earnest money shall be refunded promptly to the Buyer, the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs, the cost of any survey paid for by

Buyer's Initials

RB

Seller's Initials

Wichita Area Association of REALTORS®

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Form #2528

43 Buyer if, but only if, the survey disclosed a title defect that cannot be corrected within the time provided above, attorney's
 44 fees for examining title, and title insurance cancellation fees, and all parties shall be released from any further obligation.
 45 Title Evidence to be ordered from: Security 1st Title
 46

47 5. Mineral rights: _____ % pass with the land to the Buyer
 48 _____ % remain with the Seller
 49 _____ % are owned by third party
 50 ☒ unknown

51 Are there any oil, gas, or wind leases of record or Other? (please explain) None
 52

53 6. Crops planted at the time of sale: _____ pass with the land to the Buyer
 54 _____ remain with the Seller
 55 ☒ none
 56 _____ negotiable
 57 _____ other (please describe): _____
 58

59 7. Water rights: _____ pass with the land to the Buyer - Permit # _____
 60 _____ remain with the Seller - Permit # _____
 61 _____ have been terminated

62 8. Any additional leasehold interests or tenant's rights in the subject property:
 63
 64

65 9. Land currently zoned as Residential

66 10. **COMPONENTS OF SYSTEMS AND EQUIPMENT LISTED IN SELLER'S PROPERTY DISCLOSURE REPORT:** If a Seller's
 67 Property Disclosure Report ("Report") is furnished to Buyer, the Report will identify certain components of systems and
 68 equipment and will provide whether the Property so identified will or will not be transferred to Buyer at closing. In the
 69 event of a conflict between the Report and an MLS listing, the Report shall govern. In the event of a conflict between
 70 the Report and language written into the body of this Contract, the language written into the body of this Contract shall
 71 govern. If no Report is furnished to Buyer, then the following provisions shall govern the personal property to be
 72 transferred by Seller to Buyer at closing: N/A
 73

74 11. **SURVEY:** Broker recommends that Buyer acquire a current boundary and improvement survey on the Property being
 75 purchased, regardless of lender's survey requirements. If survey is not performed regarding all or part of the property,
 76 Buyer is bound by whatever information a survey would have revealed and waives any claim, right or cause of action. See
 77 paragraph 4.

78 12. **DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed, Affidavit of No Liens,
 79 or other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the
 80 transaction, shall be shared equally between the Buyer and Seller, but if lender prohibits Buyer from doing so, Seller shall
 81 pay such costs.

82 13. **EARNEST MONEY:** The Buyer does hereby deposit with Security 1st Title (Company
 83 Name), earnest money in the form of check and in the amount of \$ 500.00, as security that the
 84 terms and conditions of this Contract shall be fulfilled by the Buyer. Earnest money shall be deposited within five business

Buyer's Initials

RB

Seller's Initials

days after Acceptance of the Contract by all parties. The earnest money shall be applied to the purchase price at closing. Pursuant to K.S.A. 58-3061, the broker can only disburse earnest money 1) pursuant to written authorization of Buyer and Seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties. Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this agreement. Buyer and Seller agree that failure by either to respond in writing to a certified letter from Broker within seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this agreement shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto. If a dispute arises over disposition of funds or documents deposited with the escrow agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the escrow agent or listing broker. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity.

14. HEIRS AND ASSIGNS: This Contract shall inure to the benefit of, and be fully binding upon the Seller, their heirs, executors, administrators, successors and assigns. No assignment shall serve to release or relieve the party assigning from any responsibilities or obligations hereunder.

15. KANSAS LAW APPLIED: This Contract and its validity, construction and performance shall be governed by the laws of Kansas.

16. MEDIATION: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the Homesellers / Homebuyers Dispute Resolution System prior to filing a lawsuit. Disputes shall include representations made by the Buyer, Seller, or any real estate broker/licensee in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) earnest money disputes; (b) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage or escrow contract; (c) an unlawful detainer action; (d) the filing or enforcement of a mechanic's lien; (e) any matter which is within the jurisdiction of a probate court; or (f) violation of Kansas real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

By signing below, the parties hereby acknowledge receipt of the standard announcement brochure for the Homesellers / Homebuyers Dispute Resolution System, and agree to submit disputes, as described above, to mediation, in accordance with the Homesellers / Homebuyers Dispute Resolution System and rules and procedures of the mediation provider prior to filing a lawsuit.

17. PRORATION OF TAXES AND RESERVES: All ad valorem taxes, the current annual installment of special assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing date, unless otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the previous year unless the previous year's assessed valuation was based on a lesser improved property, in which case taxes shall be determined from the assessed valuation and the officially-established mill levy prevailing at closing. Special assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by the closing agent. **BUYER IS RESPONSIBLE FOR VERIFYING THE AMOUNT OF TAXES AND SPECIAL ASSESSMENTS.**

18. INTERIM MAINTENANCE: Seller agrees to deliver possession of the Property in a like or better condition than it is now, reasonable wear and tear excepted.

Buyer's Initials RB Seller's Initials _____

19. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and the parties agree to close on or before October 15, 2016. Seller agrees to give possession as follows:
31 RB 10/13/16

20. **AGENCY DISCLOSURE:**

☐ Seller is not represented by a REALTOR®/Real Estate licensee

Listing Broker/Licensee is functioning as an:

☐ Agent of the Seller

☐ Designated Seller's Agent*

☒ Transaction Broker

Selling Broker/Licensee is functioning as:

☐ Agent of the Seller

☐ Agent of the Buyer

☐ Transaction Broker

☐ Designated Seller's Agent*

☐ Designated Buyer's Agent*

*Supervising Broker acts as a Transaction Broker

Seller and Buyer acknowledge receipt of the "Real Estate Brokerage Relationships" brochure.

21. **REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in paragraph 25 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to the Property, including but not limited to the environmental condition of the Property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations or warranties stated in paragraph 25 have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made by any other party. Since the listing/selling brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any terms or conditions of this Contract. Again, it is emphasized that if any party believes representations or warranties have been made by the listing/selling brokers, or their agents, employees, or associates, they must be set forth specifically and in writing in paragraph 25 (Additional Terms and Conditions) if they are to be effective or enforceable.

22. **BROKERAGE FEES:** The party handling the closing is hereby authorized and directed to collect and disburse the brokerage fees at closing.

23. **ALTERATIONS:** Any alteration of the terms and conditions of this Contract must be agreed to in writing by both Buyer and Seller.

24. **LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the Property or item of personal property covered by this Contract. Any existing liens which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds at the closing.

25. **ADDITIONAL TERMS AND CONDITIONS:**

Buyer's Initials

RB

Seller's Initials

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Wichita Area Association of REALTORS®

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- 182 26. **SURVIVAL AFTER CLOSING:** The provisions of paragraphs 5, 6, 7, 8, 10, 18, 19, and 24 shall survive the Closing.
- 183 27. **AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes any
184 previously executed contracts, representations, verbal or written. Neither this Contract, nor any interest herein, shall be
185 transferred or assigned by Buyer without the prior written consent of Seller.
- 186 Buyer and Seller hereby acknowledge receipt of separate expense itemizations estimating approximate costs to be
187 incurred. Buyer and
- 188 Seller also acknowledge that they have read the entire Contract and that by signing page six (6) of this six (6) page
189 Contract, they agree to all terms contained herein.
- 190 "Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with
191 the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may
192 find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by
193 contacting the local sheriff's office."
- 194 "Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations
195 of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human
196 carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires
197 sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real
198 property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test
199 performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted
200 by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation
201 technician. For additional information go to <http://www.kansasradonprogram.org>"
- 202 **NOTE: "Acceptance",** unless otherwise agreed in writing, is defined as the latest dated signature or initials which resulted
203 in a final agreement between the parties.
- 204 **SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.**

Buyer's Initials RB Seller's Initials _____

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Form #2528

205 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. BROKER RECOMMENDS TO
 206 BUYER AND SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED IN ANY
 207 REAL ESTATE TRANSACTION.

208 IN WITNESS WHEREOF, said parties hereunto subscribe their names.

209 Buyer ^{Authenticated}
Randy Belles
10/13/2016 1:21:52 PM CDT

210 Print Name _____

211 Last four Digits of Social Security # _____

212 Date _____ Time _____

213 Buyer _____

214 Print Name _____

215 Last four Digits of Social Security # _____

216 Date _____ Time _____

217 _____ FOR OFFICE USE ONLY _____

218 Agent _____

219 Cell Phone _____ Fax _____

220 E-mail _____

221 Firm _____

222 Phone _____ Fax _____

Seller _____

Print Name _____

Last four Digits of Social Security # _____

Date _____ Time _____

Seller _____

Print Name _____

Last four Digits of Social Security # _____

Date _____ Time _____

Agent Linda Robbins

Cell Phone 316 648 1199 Fax _____

E-mail lrobb@southwind.net

Firm WANH

Phone _____ Fax _____

223 A This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of
 224 the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the
 225 legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright December 2010.

Buyer's Initials [RB] Seller's Initials _____

Wichita Area Association of REALTORS®

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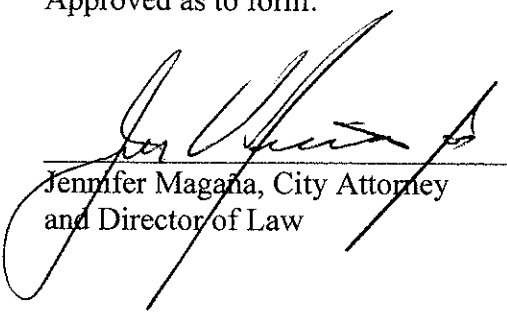
City of Wichita, Kansas

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:



Jennifer Magaña, City Attorney
and Director of Law

Exhibit B
(To Exclusive Listing Agreement)

1. As noted in paragraph 6 of the Exclusive Right to Sell Listing Agreement -- Land ("Listing"), Seller is not paying Broker any compensation for the sale of the Property. However, Seller has agreed that Broker may establish a right in the sales contracts concerning the Property to receive a 6% marketing fee in the connection with the initial construction of the residence on each parcel of the Property calculated based on the value of the completed residence. The marketing fee shall be shared by the Broker with any cooperating real estate agency or broker. Such marketing fee shall be payable upon completion upon each applicable residence. The obligation to pay the marketing fee as provided above shall be binding on the initial purchaser and each subsequent owner of the applicable parcel until the initial residence is constructed thereon and the marketing fee paid in full.
2. In order to provide for payment of the marketing fee as specified in paragraph 1 above, Seller hereby authorizes Broker to prepare the form of sales contract to be used in connection with the sale of each parcel of the Property and to include in such contract such provisions that the Broker determines are necessary to protect it and the interest of any cooperating broker/licensee to collect the marketing fee. Seller agrees not to sell any parcel of the Property without including such protective language that in any way will allow a purchaser to avoid payment of the marketing fee.

Authenticity
Randy Belles
10/13/2016 1:21:57 PM CDT

#470386 06/5/15

Property Taxes and Appraisals

LOT 5 BLOCK A AUBURN HILLS 13TH ADD.

Property Description

Legal Description	LOT 5 BLOCK A AUBURN HILLS 13TH ADD.
Owner	WICHITA CITY OF
Mailing Address	455 N MAIN WICHITA KS 67202-1600
Geo Code	D 56631
PIN	00506033
AIN	147260140100500
Tax Unit	6714 056 WICHITA U-265 AT,DE,IL
Land Use	9910 Residential highest and best use
Market Land Square Feet	12,100
Total Acres	.28
2016 Appraisal	\$37,700
2016 Assessment	\$0

Authenticator
Randy Belles
10/13/2016 1:21:58 PM CDT

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2016	Exempt	\$37,700	\$0	\$37,700	-2%
2015	Exempt	\$38,400	\$0	\$38,400	-10%
2014	Exempt	\$42,800	\$0	\$42,800	
2013	Exempt	\$42,800	\$0	\$42,800	
2012	Exempt	\$42,800	\$0	\$42,800	
2011	Exempt	\$42,800	\$0	\$42,800	
2010	Exempt	\$42,800	\$0	\$42,800	
2009	Exempt	\$42,800	\$0	\$42,800	
2008	Exempt	\$42,800	\$0	\$42,800	
2007	Exempt	\$42,800	\$0	\$42,800	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2016	Exempt	\$0	\$0	\$0	
2015	Exempt	\$0	\$0	\$0	
2014	Exempt	\$0	\$0	\$0	
2013	Exempt	\$0	\$0	\$0	
2012	Exempt	\$0	\$0	\$0	

2011	Exempt	\$0	\$0	\$0
2010		\$0	\$0	\$0
2009	Exempt	\$0	\$0	\$0
2008	Exempt	\$0	\$0	\$0
2007	Exempt	\$0	\$0	\$0

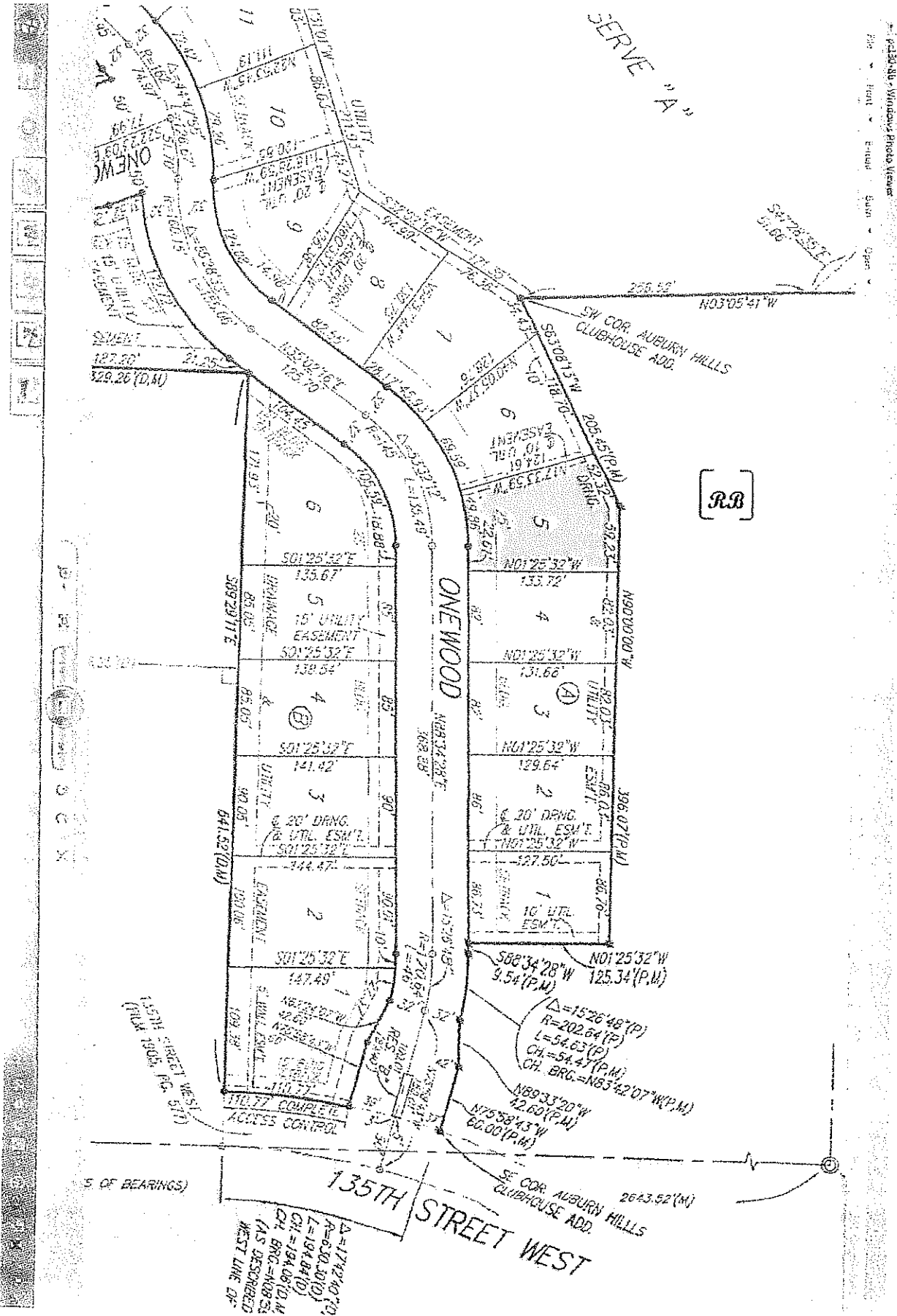
Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2015	128.574000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	130.149263	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	133.201958	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	133.825511	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	133.359577	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	133.965854	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.383000
0518 CITY OF WICHITA	32.686000
0608 USD 265	23.874000
0608 USD 265 SG	20.000000
0715 USD 265 OLD BOND	21.131000
Total: 128.574000	

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Randy Belles
10/13/2016 1:22:00 PM CDT



**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

SUBJECT: 2015 and 2016 Playground Rehabilitation and Development (All Districts)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendations: Adopt the bonding resolution and authorize initiation of the project.

Background: The 2016-2025 Capital Improvement Program (CIP) adopted by the City Council includes funding to develop and rehabilitate playgrounds within the City's park system and at several additional locations. The Park & Recreation Department is currently directly responsible for or participates in the maintenance of 84 playgrounds. Playgrounds are inspected by trained employees on a routine basis to ensure the safety of all equipment and surfacing. Priorities for rehabilitation and development are identified through these inspections, and are adjusted as warranted based on current conditions. This project will focus on renovation of poured-in-place (PIP) rubber safety surfacing currently in place on 30 playgrounds, which contributes to making each play area compliant with the Americans with Disabilities Act (ADA). The project will also allow for the renovation of existing playground equipment at two older sites.

Analysis: This ongoing project will provide for playground improvements throughout the City. Current priorities include inspecting and rehabilitating surfacing on the 30 playgrounds with PIP surfacing, as well as rehabilitating the aging playground systems at Glen Village and Redbarn parks. Additional playgrounds may receive repairs or upgrades utilizing part of these funds if identified as an immediate need through safety inspections.

Financial Considerations: The 2016-2025 Adopted CIP includes \$400,000 each year for playground rehabilitation and development. Staff is seeking to initiate funds budgeted in 2016 and 2017 at this time.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the bonding resolution, authorize initiation of the project and authorize necessary signatures.

Attachment: Bonding Resolution.

RESOLUTION NO. 16-422

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF PUBLIC PARK IMPROVEMENTS.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the “Board”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Labor, material, equipment and expenditures necessary for the design, development, removal, construction and improvements of Playground surfacing on the current thirty playgrounds with PIP surfacing, as well as rehabilitating the aging playground systems at Glen Village and Redbarn parks; and additional playgrounds may receive repairs or upgrades utilizing part of these funds if identified as an immediate need through safety inspections, as funds allow (collectively, the “Project”) for the use of the Board and/or City, and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be designed, acquired and/or constructed at an estimated cost of \$800,000 in accordance with specifications prepared or approved by the City of Wichita.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

SUBJECT: 2015 and 2016 Playground Rehabilitation and Development (All Districts)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendations: Adopt the bonding resolution and authorize initiation of the project.

Background: The 2016-2025 Capital Improvement Program (CIP) adopted by the City Council includes funding to develop and rehabilitate playgrounds within the City's park system and at several additional locations. The Park & Recreation Department is currently directly responsible for or participates in the maintenance of 84 playgrounds. Playgrounds are inspected by trained employees on a routine basis to ensure the safety of all equipment and surfacing. Priorities for rehabilitation and development are identified through these inspections, and are adjusted as warranted based on current conditions. This project will focus on renovation of poured-in-place (PIP) rubber safety surfacing currently in place on 30 playgrounds, which contributes to making each play area compliant with the Americans with Disabilities Act (ADA). The project will also allow for the renovation of existing playground equipment at two older sites.

Analysis: This ongoing project will provide for playground improvements throughout the City. Current priorities include inspecting and rehabilitating surfacing on the 30 playgrounds with PIP surfacing, as well as rehabilitating the aging playground systems at Glen Village and Redbarn parks. Additional playgrounds may receive repairs or upgrades utilizing part of these funds if identified as an immediate need through safety inspections.

Financial Considerations: The 2016-2025 Adopted CIP includes \$400,000 each year for playground rehabilitation and development. Staff is seeking to initiate funds budgeted in 2016 and 2017 at this time.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the bonding resolution, authorize initiation of the project and authorize necessary signatures.

Attachment: Bonding Resolution.

RESOLUTION NO. 16-423

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF PUBLIC PARK IMPROVEMENTS.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the “Board”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Labor, material, equipment and expenditures necessary for the design, development, removal, construction and improvements of a concrete tennis/basketball “combo” court system at W. B. Harrison Park and the renovation of asphalt single basketball courts at Piatt and/or Spruce Parks, as funds allow (collectively, the “Project”) for the use of the Board and/or City, and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be designed, acquired and/or constructed at an estimated cost of \$250,000 in accordance with specifications prepared or approved by the City of Wichita.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

SUBJECT: 2017 Collection Mains Replacement and Distribution Mains Replacement
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the projects and budgets, and adopt the resolutions.

Background: The Adopted 2016-2025 Capital Improvement Program (CIP) includes funding for annual projects for replacing or rehabilitating failing water and sewer infrastructure.

Analysis: The Collection Mains Replacement Program helps to replace or rehabilitate sewers that have failed or are found to be in critical condition as a result of unexpected and unplanned stoppages and backups. The Distribution Mains Replacement Program decreases the number of unexpected water main breaks, brings undersized mains to current standards and improves fire protection. This program replaces water lines that have failed or have been determined to be in critical condition after multiple breaks and are beyond the means of City crews to repair. Both programs support the rehabilitation or replacement of infrastructure in the event of unforeseen emergencies and the ability to correctly size infrastructure as necessary.

Financial Considerations: The approved CIP contains the following for 2017:

\$5,400,000 for Collection Mains Replacement
\$5,400,000 for Distribution Mains Replacement

The projects will be funded from future revenue bonds or Sewer Utility and Water Utility cash reserves. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: The resolutions and notices of intent have been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the projects and budgets, adopt the resolutions, and authorized the necessary signatures.

Attachments: Resolutions, budget sheets, and notices of intent.

RESOLUTION NO. 16-424

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

2017 Collection Mains Replacements (S-4)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$5,400,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$5,832,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on November 4, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 16-424 duly adopted November 1, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

2017 Collection Mains Replacements (S-4)

(the “Project”) at an estimated cost, including related design and engineering expenses of \$5,400,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$5,832,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 1, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 16-425

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

2017 Distribution Mains Replacements (W-67)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$5,400,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$5,832,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

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Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on November 4, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 16-425, duly adopted November 1, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

2017 Distribution Mains Replacements (W-67)

(the “Project”) at an estimated cost, including related design and engineering expenses of \$5,400,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$5,832,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 1, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2017

CIP #: Pg 94, Line 3

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION:

Sewage Treatment

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: None

FUND: 533 Sewer Construction

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED: 11-1-16

REQUEST DATE:

PROJECT #: 667005

PROJECT TITLE: 2017 S-4 Collection Mains Replacements

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 2017 S-4 Collection Mains Replacements

OCA #: 622500

OCA TITLE: 2017 S-4 Collection Mains Replacements

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4572

PROJECT MANAGER: LaDonna Lawrenz

PHONE #: 268-4329

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9813 Cash Transfer In	\$5,400,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$5,400,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$5,400,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$5,400,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RESOLUTION NO. 16-_____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

2017 Collection Mains Replacements (S-4)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is \$5,400,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$5,832,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____, 2016.

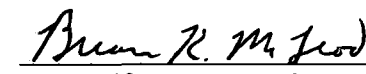
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on _____, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-_____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

2017 Collection Mains Replacements (S-4)

(the "Project") at an estimated cost, including related design and engineering expenses of \$5,400,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$5,832,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2017

CIP #: Pg 106, Line 16

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION: Distribution

RESOLUTION/ORDINANCE #: _____

ENGINEERING REFERENCE #: None

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED: 11-1-16

REQUEST DATE: _____

PROJECT #: 777068

PROJECT TITLE: 2017 W-67 Distribution Mains Replacements

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 2017 W-67 Distribution Mains Replacements

OCA #: 637100

OCA TITLE: 2017 W-67 Distribution Mains Replacements

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4572

PROJECT MANAGER: Greg Lolley

PHONE #: 268-4334

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9813 Cash Transfer In	\$5,400,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$5,400,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$5,400,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$5,400,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 10/18/16

DATE: 10/18/16

DATE: 10/13/2016

DATE: _____

RESOLUTION NO. 16-_____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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2017 Distribution Mains Replacements (W-67)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is \$5,400,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

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ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____, 2016.

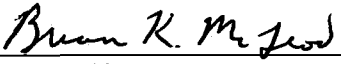
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on _____, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-_____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

2017 Distribution Mains Replacements (W-67)

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BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

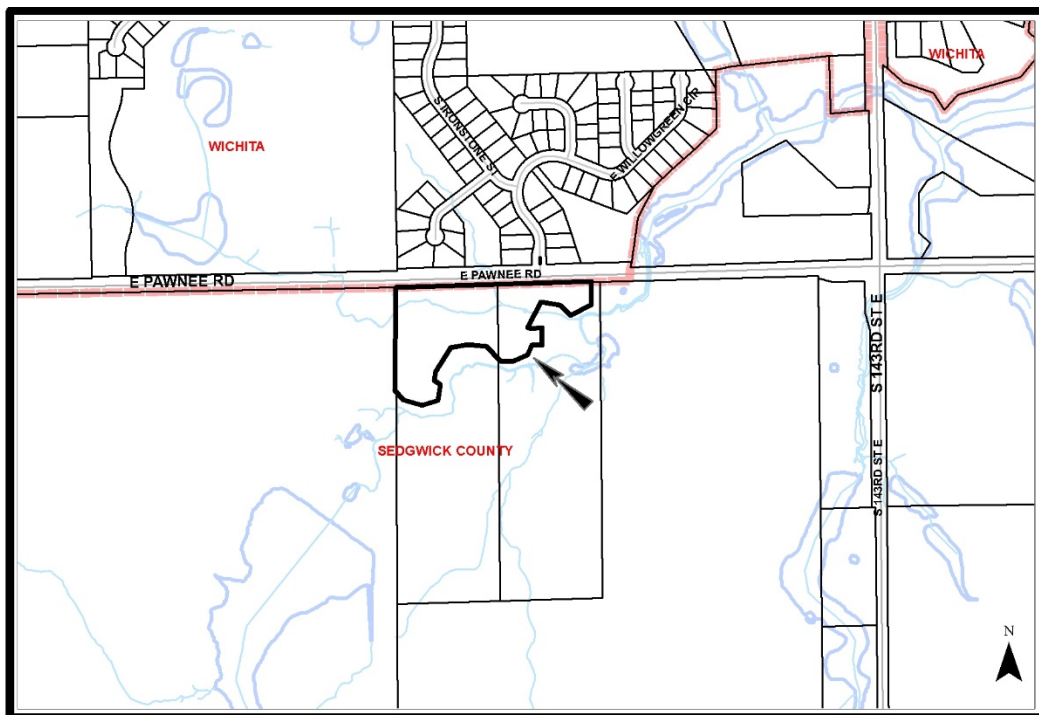
SUBJECT: SUB2016-00025 -- Plat of Clear Ridge Townhomes Addition Located on the South Side of East Pawnee Road, West of South 143rd Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat (10-0).



Background: The site consists of four lots on 9.61 acres and the corresponding annexation case (A16-06) is on the same agenda. A portion of this site has been approved for a zone change (ZON2016-00011) from Single-Family Residential (SF-20) to Multi-Family Residential (MF-18). The remaining portion of the site zoned Single-Family Residential (SF-20) will be converted to Single-Family Residential (SF-5) upon annexation.

Analysis: The applicant has submitted Petitions and a Certificate of Petition for sewer and water improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. In order to serve the site, the applicant has submitted a Utility Easement for off-site utilities.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: The Petition totals are \$314,000, with \$126,000 for the water and \$188,000 for the sewer. The funding source for both projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, Restrictive Covenant, Utility Easement and Resolutions as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petition
Restrictive Covenant
Utility Easement
Resolutions

CERTIFICATE

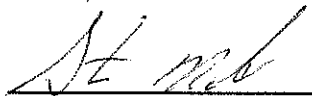
CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

We, Stephen G. Miller and Sally E. Miller, husband and wife, owners of Clear Ridge Townhomes, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer
2. Interior Water Line

As a result of the above-mentioned petition for improvements, lots or portions thereof within Clear Ridge Townhomes, an Addition to Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 8 day of September, 2016.


Stephen G. Miller

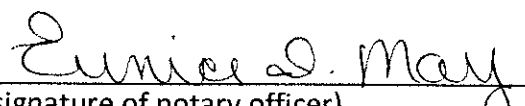

Sally E. Miller

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)



The foregoing instrument was acknowledged before me this 2nd day of September

2016 by Stephen G. Miller and Sally E. Miller, husband and wife.

, Notary Public
(signature of notary officer)

My appointment expires: 7/8²⁸⁷, 2017.

RESTRICTIVE COVENANT

THIS DECLARATION made this 2ND day of SEPTEMBER, 2016, by Stephen G. Miller and Sally E. Miller, husband and wife,

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Clear Ridge Townhomes, an Addition to Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserves being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Clear Ridge Townhomes, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Maintenance of Reserves A & B, Clear Ridge Townhomes, an Addition to Wichita, Sedgwick County, Kansas, shall be the responsibility of Stephen G. Miller and Sally E. Miller, husband and wife, until such time that a homeowners association is formed and charged with maintenance responsibilities of said Reserve.

In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserves situated in Clear Ridge Townhomes, an Addition to Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements or planned sidewalk system. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserves situated in Clear Ridge Townhomes, an Addition to Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserve. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

- 289

UTILITY EASEMENT

THIS EASEMENT made this 2ND day of SEPTEMBER, 2016, by and between Stephen G. Miller and Sally E. Miller of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of construction, maintaining, and repairing sewer and all other public utilities, over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

See attached Exhibit A

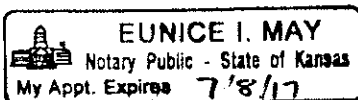
And said second party is hereby granted the right to enter upon said premises at any time for the purpose of construction, operating, maintaining, and repairing such sewer and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

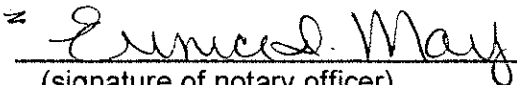

Stephen G. Miller


Sally E. Miller

State of Kansas)
) SS
Sedgwick County)

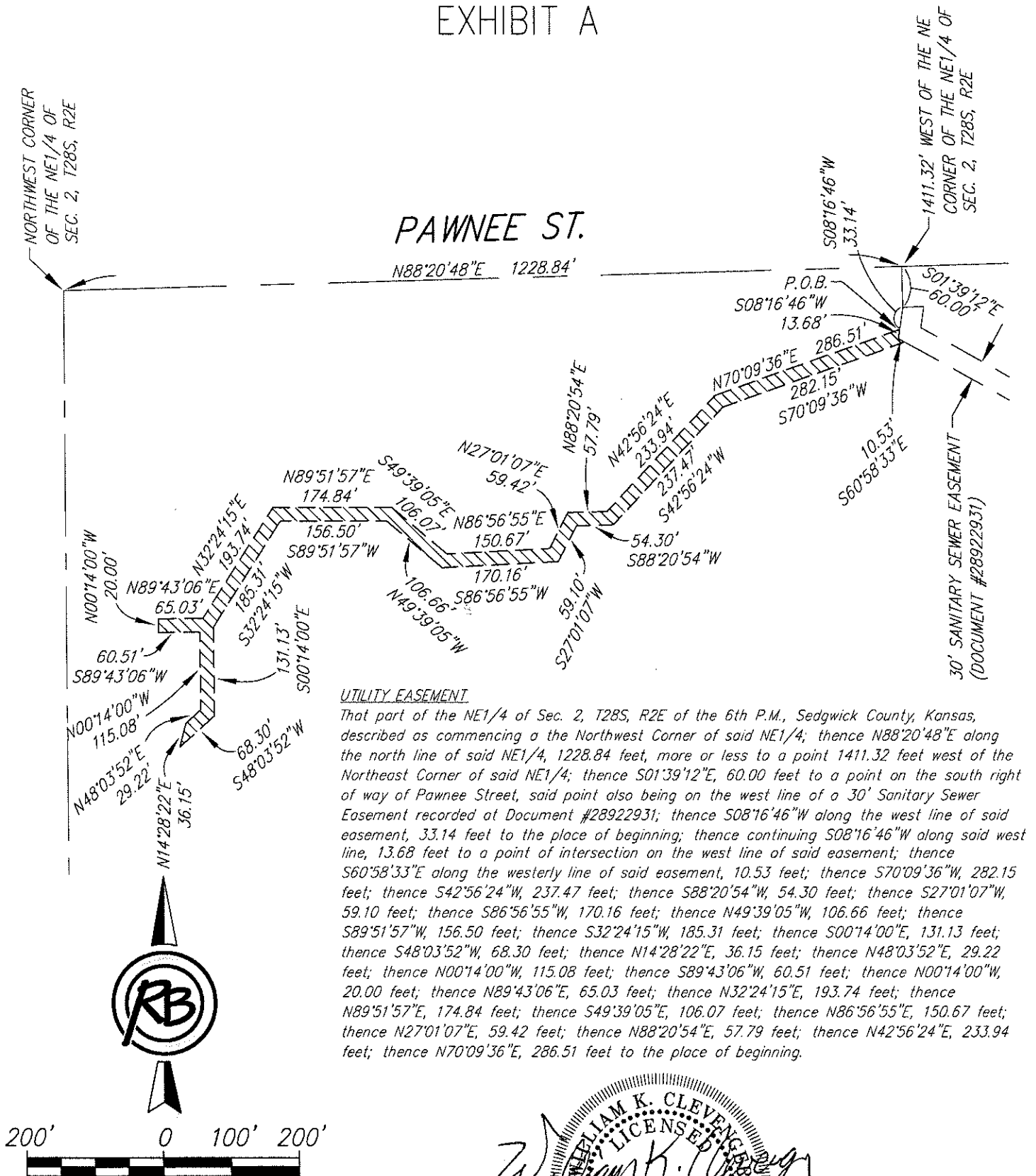


The foregoing instrument was acknowledged before me this 2nd day of September 2016 by Stephen G. Miller and Sally E. Miller, husband and wife.


(signature of notary officer), Notary Public

My appointment expires: 7/8, 2017.

EXHIBIT A



UTILITY EASEMENT

That part of the NE1/4 of Sec. 2, T28S, R2E of the 6th P.M., Sedgwick County, Kansas, described as commencing at the Northwest Corner of said NE1/4; thence N88°20'48"E along the north line of said NE1/4, 1228.84 feet, more or less to a point 1411.32 feet west of the Northeast Corner of said NE1/4; thence S01°39'12"E, 60.00 feet to a point on the south right of way of Pawnee Street, said point also being on the west line of a 30' Sanitary Sewer Easement recorded at Document #28922931; thence S08°16'46"W along the west line of said easement, 33.14 feet to the place of beginning; thence continuing S08°16'46"W along said west line, 13.68 feet to a point of intersection on the west line of said easement; thence S60°58'33"E along the westerly line of said easement, 10.53 feet; thence S70°09'36"W, 282.15 feet; thence S42°56'24"W, 237.47 feet; thence S88°20'54"W, 54.30 feet; thence S27°01'07"W, 59.10 feet; thence S86°56'55"W, 170.16 feet; thence N49°39'05"W, 106.66 feet; thence S89°51'57"W, 156.50 feet; thence S32°24'15"W, 185.31 feet; thence S00°14'00"E, 131.13 feet; thence S48°03'52"W, 68.30 feet; thence N14°28'22"E, 36.15 feet; thence N48°03'52"E, 29.22 feet; thence N00°14'00"W, 115.08 feet; thence S89°43'06"W, 60.51 feet; thence N00°14'00"W, 20.00 feet; thence N89°43'06"E, 65.03 feet; thence N32°24'15"E, 193.74 feet; thence N89°51'57"E, 174.84 feet; thence S49°39'05"E, 106.07 feet; thence N86°56'55"E, 150.67 feet; thence N27°01'07"E, 59.42 feet; thence N88°20'54"E, 57.79 feet; thence N42°56'24"E, 233.94 feet; thence S42°56'24"W, 237.47 feet; thence N70°09'36"E, 286.51 feet to the place of beginning.

DWG FILE: EXHIBIT A
PROJECT NO. 4728P



(Published in the *Wichita Eagle*, on November 4, 2016)

RESOLUTION NO. 16-428

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 6, MAIN 21, FOUR MILE CREEK SEWER – CLEAR RIDGE TOWNHOMES ADDITION/SOUTH OF PAWNEE, WEST OF 143RD STREET WEST) (468-85148).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **One Hundred Eighty-Eight Thousand Dollars (\$188,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction

has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Clear Ridge Townhomes Addition

Lot 1, Block 1

Lot 2, Block 1

Lot 3, Block 1

Lot 4, Block 1

(d) The method of assessment is: **on a fractional basis as described below:**

That Lot 1, Block 1 be assessed for 15/41 of the total cost payable by the improvement district.

That Lot 2, Block 1 be assessed for 1/41 of the total cost payable by the improvement district.

That Lot 3, Block 1 be assessed for 24/41 of the total cost payable by the improvement district.

That Lot 4, Block 1 be assessed for 1/41 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respreads agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **Ten Thousand Eight Hundred Eighty-Eight Dollars (\$10,888.00)** assessed equally among all property **on a fractional basis as described below:**

That Lot 1, Block 1 be assessed for 15/41 of the main benefit fee.

That Lot 2, Block 1 be assessed for 1/41 of the main benefit fee.

That Lot 3, Block 1 be assessed for 24/41 of the main benefit fee.

That Lot 4, Block 1 be assessed for 1/41 of the main benefit fee.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds

may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on November 4, 2016)

RESOLUTION NO. 16-429

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (INTERIOR WATER LINE – CLEAR RIDGE TOWNHOMES ADDITION/SOUTH OF PAWNEE, WEST OF 143RD STREET WEST) (448-90756).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **One Hundred Twenty-Six Thousand Dollars (\$126,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction

has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Clear Ridge Townhomes Addition

Lot 1, Block 1

Lot 2, Block 1

Lot 3, Block 1

Lot 4, Block 1

(d) The method of assessment is: **on a fractional basis as described below:**

That Lot 1, Block 1 be assessed for 15/41 of the total cost payable by the improvement district.

That Lot 2, Block 1 be assessed for 1/41 of the total cost payable by the improvement district.

That Lot 3, Block 1 be assessed for 24/41 of the total cost payable by the improvement district.

That Lot 4, Block 1 be assessed for 1/41 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respreads agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **Twenty Thousand Nine Hundred Thirty Nine Dollars (\$20,939.00)** assessed equally among all property **on a fractional basis as described below:**

That Lot 1, Block 1 be assessed for 15/41 of the main benefit fee.

That Lot 2, Block 1 be assessed for 1/41 of the main benefit fee.

That Lot 3, Block 1 be assessed for 24/41 of the main benefit fee.

That Lot 4, Block 1 be assessed for 1/41 of the main benefit fee.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds

may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

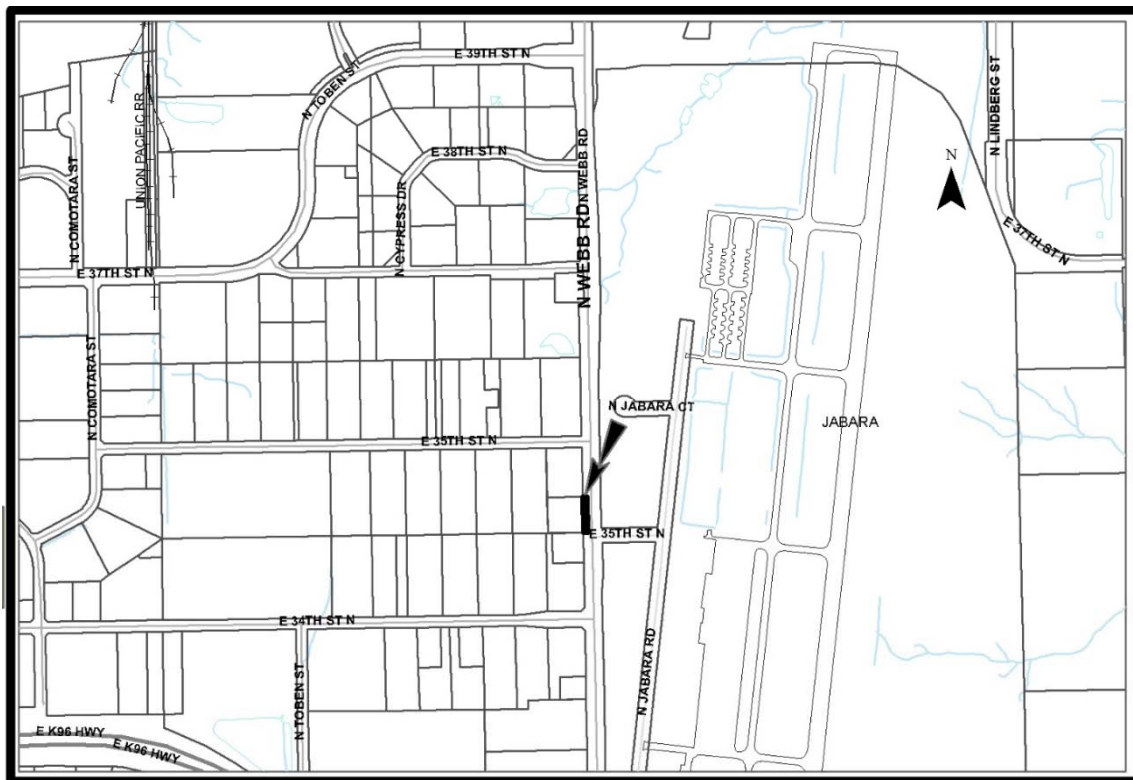
SUBJECT: VAC2016-00005 - Request to Vacate a Portion of Platted Access Control on Property Generally Located on the West Side of North Webb Road Between East 34th and 35th Streets North (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



Background: The applicant proposes to vacate a portion of the south 219.65 feet of platted complete access control located on what the applicant has described as Parcel B of Lot 35, Comotara Industrial Park Fourth Addition. The Comotara Industrial Park Fourth Addition was recorded with the Sedgwick County Register of Deeds October 16, 1978. The Comotara Industrial Park Fourth Addition established complete access control along Lot 35's 522.56 feet of Webb Road frontage except for one opening. On January 7, 2016 (approval date), Lot Split LSP2016-00001 divided Lot 35, Comotara Industrial Park Fourth Addition into a north Parcel A, and the subject site into a south Parcel B. The north Parcel A is developed with an office building (built 1982) with parking and the permitted drive/access onto Webb Road. Parcels A and B have different owners and the owner of Parcel B, Sedgwick County, is requesting full movement access onto Webb Road for a County Emergency Medical Service facility (EMS). Utilities issues have been resolved.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order and the partial dedication of abutter's access rights by separate instrument. The Law Department concurs that the approval of the Vacation Order and the partial dedication of abutter's access rights by separate instrument are in accordance with City policy. The original Vacation Order and the partial dedication of abutter's access rights by separate instrument will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order
- Partial dedication of abutter's access rights by separate instrument

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION)
OF PLATTED ACCESS CONTROL)**

**GENERALLY LOCATED BETWEEN 35TH AND 34TH)
STREETS NORTH ON THE WEST SIDE OF WEBB ROAD)**

VAC2016-00005

MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 1st day of November, 2016, comes on for hearing the petition for vacation filed by Sedgwick County, c/o Rob Lawrence (owner), praying for the vacation of a described portion of platted access control, to-wit:

The south 219.65 feet of the east line of Lot 35, Comotara Industrial Park Fourth Addition, Wichita, Sedgwick County, Kansas, to allow one full movement drive for Parcel B as described on the Commercial Lot Split of said Lot 35 recorded on January 11, 2016; LSP2016-00001, DOC.#/Flm-Pg: 29581935.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on February 25, 2016, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portion of platted access control and the public will suffer no loss or inconvenience thereby.

3, Dedication of access control by separate instrument shall be filed with the Vacation Order at the Sedgwick County Register of Deeds.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portion of platted access control, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 1st day of November, 2016, ordered that the described portion of platted access control is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-21

**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

SUBJECT: VAC2016-00025 - Request to Vacate Portions of Platted Setbacks, Platted Utility Easements and the Plator's Text on Property Generally Located South of East 21st Street North on the East Side of North Rock Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (13-0).



Background: The applicant is requesting the vacation of the east 25 feet of the platted 60-foot platted setback located on and running parallel to the east side of Lot 5, Block 1, the east 65 feet of the platted 100-foot setback located on and running parallel to the east side of Lot 3, Block 1, the platted 20-foot utility easement, except the east 45 feet, located on and running parallel to the north side of Lot 5, Block 1, the 20-foot by 20-foot utility easement located on the southwest corner of Lot 3, Block 1, and correcting the platting's text, all in the Bradley Fair Addition.

There are no platted easements in the described portions of the platted setbacks, except the subject easements that are proposed to be vacated. There are no utilities located in the area of the vacation of the subject setbacks and easements. The proposed vacation of the platted setbacks will leave 35-foot setbacks which is the minimum requirement for a Community Plan Overlay (CUP); the LC Limited Commercial (LC) zoned subject properties are part of CUP DP-191. The 35-foot setback exceeds the 20-foot minimum front yard building setback of the LC zoning district.

The change to the platting's text eliminates an access agreement located on Lots 4 and 3, Block 1, Bradley Fair Addition and introduces a new access agreement located on Lots 5 and 6, Block 1, Bradley Fair Addition. The Bradley Fair Addition was recorded July 16, 1993.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF PORTIONS)
OF PLATTED SETBACKS, PLATTED UTILITY)
EASEMENTS & THE PLATTOR'S TEXT)**

**GENERALLY LOCATED SOUTH OF EAST 21ST)
STREET NORTH ON THE EAST SIDE OF NORTH)
ROCK ROAD)**

VAC2016-00025

MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 1st day of November, 2016, comes on for hearing the petition for vacation filed by BF Wichita LLC, c/o Amy Liebau (owner), praying for the vacation of portions of platted setbacks, platted utility easements and the plattor's text, to-wit:

Vacation of the described portions of the Platted Building Setbacks

A tract of land lying in a portion of Lot 3, Block 1, Bradley Fair Addition, an addition to Wichita Sedgwick County, Kansas, said tract being more particularly described as follows:

BEGINNING at a point on the north line of said Lot 3, said point being 35.39 feet east of the northwest corner of said Lot 3; thence along said north line of Lot 3 on a platted bearing of N89°26'26"E, 49.61 feet; thence S00°33'34"E, 120.00 feet to a point on the north line of Lot 4, Block 1, said addition, said point being 100 feet east of the northwest corner of said Lot 4; thence along said north line of Lot 4, S89°26'26"W, 65.00 feet; thence parallel with and 35 feet east of the west line of said Lot 3 for the next two courses: N00°33'34"E, 17.39 feet; thence N07°58'17"E, 103.76 feet to the POINT OF BEGINNING,

AND ALSO,

The east 65 feet of the west 100 feet of the south 190.50 feet of Lot 3, Block 1, Bradley Fair Addition, an addition to Wichita, Sedgwick County, Kansas,

AND ALSO,

The east 25 feet of the west 60 feet of Lot 5, Block 1, Bradley Fair Addition, an addition to

Wichita, Sedgwick County, Kansas.

Vacation of the described portions of the Platted Utility Easements

The west 20 feet of the south 20 feet of Lot 3, Block 1, Bradley Fair Addition, an addition to Wichita, Sedgwick County, Kansas,

AND ALSO,

The north 20 feet of Lot 5, Block 1, Bradley Fair Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT, the east 45 feet, thereof.

Vacation of Platter's Text (changed to read)

Lots 3 and 4, Block 1, "BRADLEY FAIR ADDITION" shall have joint access at one location, as indicated on the face of the plat, REMOVE; and the access agreement found on Film 1109, Page 132, filed with the Sedgwick County register of Deeds. (after which the plattor's text continues)

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on June 30, 2016, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described portions of the platted setbacks, the platted utility easements and the plattor's text and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of the described portions of the platted setbacks, the platted utility easements and the plattor's text, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 1st day of November, 2016, ordered that the described portions of the platted setbacks, the platted utility easements and the plattor's text are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-22

**City of Wichita
City Council Meeting
November 1, 2016**

TO: Mayor and City Council

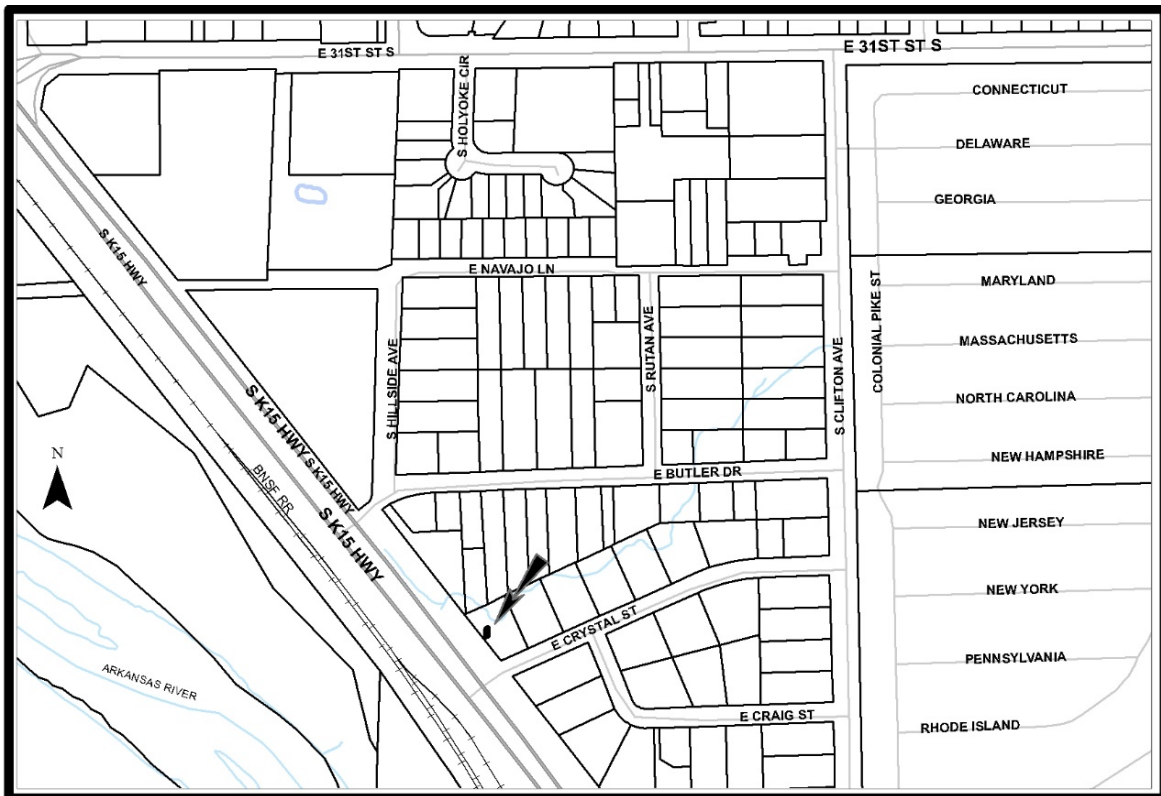
SUBJECT: VAC2016-00035 - Request to Vacate a Portion of a Platted Utility Easement on Property Generally Located Midway Between East 31st Street South and Interstate Highway I-35, on the Northeast Corner of South Kansas Highway K-15 and East Crystal Street (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



Background: The applicants are requesting the vacation of the platted 10-foot wide by 23-foot (west side) – 27-foot (east side) long portion of a platted easement located on Lot 19, Block 1, Craig's Addition. There are no utilities located within the subject easement. The Craig's Addition was recorded April 8, 1950.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION)
OF A PLATTED UTILITY EASEMENT)**

**GENERALLY LOCATED MIDWAY BETWEEN EAST)
31st STREET SOUTH & INTERSTATE HIGHWAY I-35 ON)
THE NORTHEAST CORNER OF SOUTH KANSAS)
HIGHWAY K-15 & EAST CYRSTAL STREET)**

MORE FULLY DESCRIBED BELOW)

VAC2016-00035

VACATION ORDER

NOW on this 1st day of November, 2016, comes on for hearing the petition for vacation filed by Gregory and Judy Gordon (owners), praying for the vacation of the following described portion of a platted utility easement, to-wit:

All of the 10 foot stub easement located on Lot 19, Block 1, Craig's Addition, Wichita, Sedgwick County, Kansas, described as Commencing at the Southeasterly Corner of said Lot 19; thence Northwesterly, along the Easterly line of said Lot 19, 112 feet to the Southerly line of a 16 foot utility easement; thence Southwesterly, along the Southerly line of said 16 foot utility easement, 85 feet more or less to the East line of said stub easement for a Point of Beginning; thence South, along the East line of said stub easement, 29 feet more or less to the S.E. Corner of said stub easement; thence West, 10 feet to the S.W. Corner of said Stub Easement; thence North, along the West line of said stub easement, 26 feet more or less to the Southerly line of said 16 foot utility easement; thence Northeasterly, along the Southerly line of said 16 foot utility easement, 10.5 feet more or less to the Point of Beginning.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on September 8, 2016, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described

portion of the platted utility easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described portion of the platted utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 1st day of November, 2016, ordered that the above-described portion of the platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-23

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

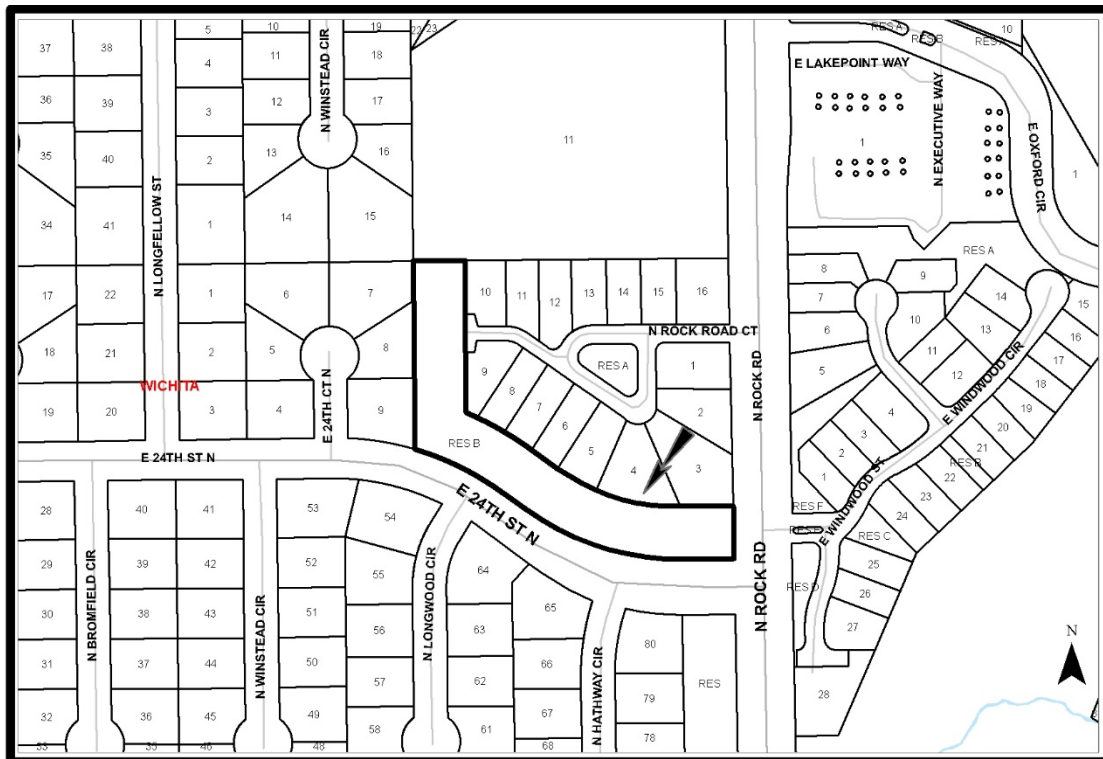
SUBJECT: VAC2016-00036 - Request to Vacate the Platter's Text to Amend the Uses Allowed in a Platted Reserve on Property Generally Located on the Northwest Side of East 24th Street North and North Rock Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



Background: The applicant is requesting the vacation of the platlor's text to amend the uses allowed in the platted Reserve B, Sycamore Village 4th Addition. Reserve B runs parallel with a north portion of East 24th Street North and between the side yards of the subject plat and the rear yards of three lots located in the west abutting Sycamore Village 3rd Addition. The platlor's text states that Reserve B is to be used for utilities, drainage, landscaping and open space. There is no language in this statement that permits sidewalks. This is a subdivision and neighborhood without sidewalks. The platlor's text further states that all reserves in the Sycamore Village 4th Addition are to be owned and maintained by the Homeowners Association (HOA). The HOA is the applicant for the vacation request and is aware that the HOA will own and maintain the sidewalks if the request is approved. There is a platted 10-foot wide utility easement, with a sewer line located in it that is located in that portion of Reserve B that is located between the already noted lots that will remain in effect. The Sycamore Village 4th Addition was recorded May 20, 1985.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF THE)
PLATTOR'S TEXT TO AMEND THE USES ALLOWED IN)
A PLATTED RESERVE)**

**GENERALLY LOCATED ON THE NORTHWEST SIDE)
OF EAST 24TH STREET NORTH & NORTH ROCK ROAD)**

VAC2016-00036

MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 1st day of November, 2016, comes on for hearing the petition for vacation filed by the Sycamore Village Home Owner's Association, c/o Brad LaForge, Board Member (owner), praying for the vacation of the plattor's text to amend the uses allowed in a platted reserve, to-wit:

To add sidewalks in the platted Reserve B, Sycamore Village 4th Addition, while retaining the original permitted utilities, drainage, landscaping and open space in said reserve.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on August 18, 2016, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the plattor's text to allow sidewalks in the described platted reserve and the public will suffer no loss or inconvenience thereby.

3. The Sycamore Village Home Owner's Association and its successors will owned and maintain the sidewalks, which will be built to the City of Wichita's Standards and at said Home Owner's Association expense.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the plattor's text to allow sidewalks in the described platted reserve, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 1st day of November, 2016, ordered that the plattor's text to allow sidewalks in the described platted reserve is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: A16-04: Greenwich Investments LLC and 37th and Greenwich LLC Request the Annexation of Lands Generally Located South of East 37th Street North and East of North Greenwich Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex approximately 207.33 acres of land generally located south of 37th Street North and east of Greenwich Road. The annexation area is bordered by property located within the City of Wichita's incorporated area to the west and south.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 207.33 acres zoned RR Rural Residential and is undeveloped. On September 29, 2016, the Wichita-Sedgwick County Metropolitan Area Planning Commission approved the Brookfield Addition (SUB2016-00021) for a portion of the subject property. The Brookfield Addition creates 186 lots for the development of single-family residences. The adjacent property to the north is zoned RR Rural Residential and is used for agriculture. The adjacent property to the south is zoned RR Rural Residential and is used for agriculture. The adjacent properties to the east are zoned RR Rural Residential and are developed with single-family residences. The adjacent properties to the west are zoned RR Rural Residential, MF-18 Multi-Family Residential, and LC Limited Commercial and are used for agriculture and developed with a school.

Public Services: The conditions of the Brookfield Addition require a guarantee to extend water and sanitary service for the site.

Street System: The annexation area abuts 37th Street North and Greenwich Road, both two-lane arterial streets. The Morris Addition permits two access points to 37th Street North and one access point to Greenwich Road.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 18 at 2808 North Webb Road. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21st Street North.

Parks: The nearest park is Stryker Soccer Complex at 2999 North Greenwich Road, located immediately southwest of the subject property. The Parks, Recreation and Open Space Plan identifies a Proposed Park Target Area in the immediate vicinity of the subject property.

School District: The annexation property is part of Unified School District 375 (Circle School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2035 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$26,540 with a total assessed value of \$7,962. Using the current City levy ($\$32.686/\$1000 \times$ assessed valuation), this property would yield approximately \$260 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to construct 186 single-family residences at an estimated appraised value after completion of \$74.4 million. Assuming the current City levy remains about the same, this would yield approximately \$279,661 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

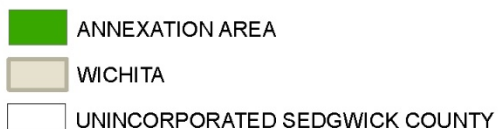
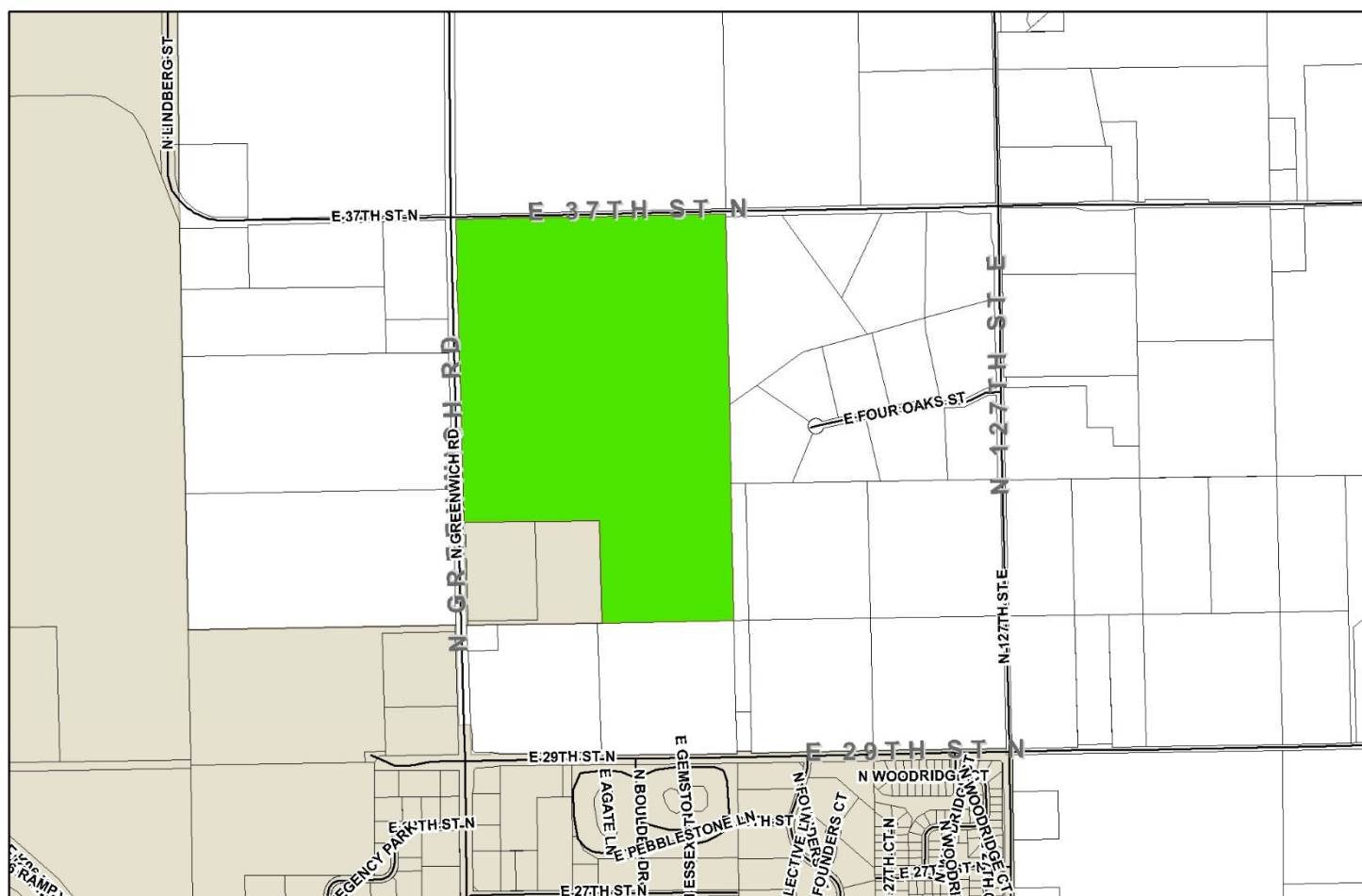
Attachments: Map Sheet
Ordinance

Attachment No. 1

General Location:

Generally located south of 37th Street North and east of Greenwich Road

Address: _____ n/a		Reason(s) for Annexation:	
207.33	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zoning: RR Rural Residential			



Software: ArcGIS	It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Map Data Sources: City of Wichita Sedgwick County	
Prepared: 2/9/09	Note: Public property represented on this map is not intended to be inclusive.

(15004) PUBLISHED IN THE WICHITA EAGLE ON November 11, 2016

ORDINANCE NO. 50-351

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A16-04)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

Parcel 1 (Key No. PY-192-1):

The North Half of the Southwest Quarter of Section 34, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the West 50 feet thereof for road and EXCEPT that part platted as "North Greenwich Addition", Wichita, Sedgwick County, Kansas.

Parcel 2 (Key No. PY-189):

The Northwest Quarter of Section 34, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT that part designated as Greenwich Road and EXCEPT that part designated as 37th Street North.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this November 8, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, City Attorney & Director of Law

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: A16-05: 31st South Rock Investments LLC Requests the Island Annexation of Lands Generally Located South of East 31st Street South and East of South Rock Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Initiate the island annexation process.

Background: The City has received a request to annex 24.41 acres of land generally located south of 31st Street South and east of Rock Road. The annexation area is bordered by property located within the City of Wichita's incorporated area to the east; however, the abutting property was annexed through island annexation procedures. Since there is intervening territory between the abutting property and other properties in the City limits, the subject property also must be annexed through island annexation procedures, which requires the City to petition the Sedgwick County Commission for a finding that the annexation will not hinder the proper growth and development of the area or that of any other incorporated city in Sedgwick County. Once the Sedgwick County Commission makes such a finding, the City can annex the property by passing an annexation ordinance.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 24.41 acres zoned LC Limited Commercial and is undeveloped. On August 25, 2016, the Subdivision Committee of the Wichita-Sedgwick County Metropolitan Area Planning Commission approved a preliminary plat for the Rocky Ford Addition (SUB2016-00027) for the subject property. The Rocky Ford Addition creates 54 lots for the development of duplexes. The adjacent properties to the north and south are zoned SF-20 Single Family Residential and are used for agriculture. The adjacent property to the east is zoned IP Industrial Park and is undeveloped. The adjacent property to west is zoned AFB Air Force Base and is developed with McConnell Air Force Base.

Public Services: The conditions of the Rocky Ford Addition require a guarantee to extend water and sanitary service for the site.

Street System: The annexation area abuts Rock Road, a four-lane arterial street. The Rocky Ford Addition one access point to Rock Road.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 15 at 7923 East Lincoln Street. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 South Edgemoor Street.

Parks: The nearest park is Cessna Park East at 6115 East Mount Vernon Road, located approximately two miles northwest of the subject property. The Parks, Recreation and Open Space Plan identifies a Proposed Park Target Area in the immediate vicinity of the subject property.

School District: The annexation property is part of Unified School District 260 (Derby School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2035 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$4,540 with a total assessed value of \$1,362. Using the current City levy (\$32.686/\$1000 x assessed valuation), this property would yield approximately \$45 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to construct 54 duplexes at an estimated appraised value after completion of \$10.8 million. Assuming the current City levy remains about the same, this would yield approximately \$40,596 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The island annexation resolution has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the resolution initiating the island annexation process and instruct the City Clerk to file a certified copy of the resolution with the Board of County Commissioners of Sedgwick County.

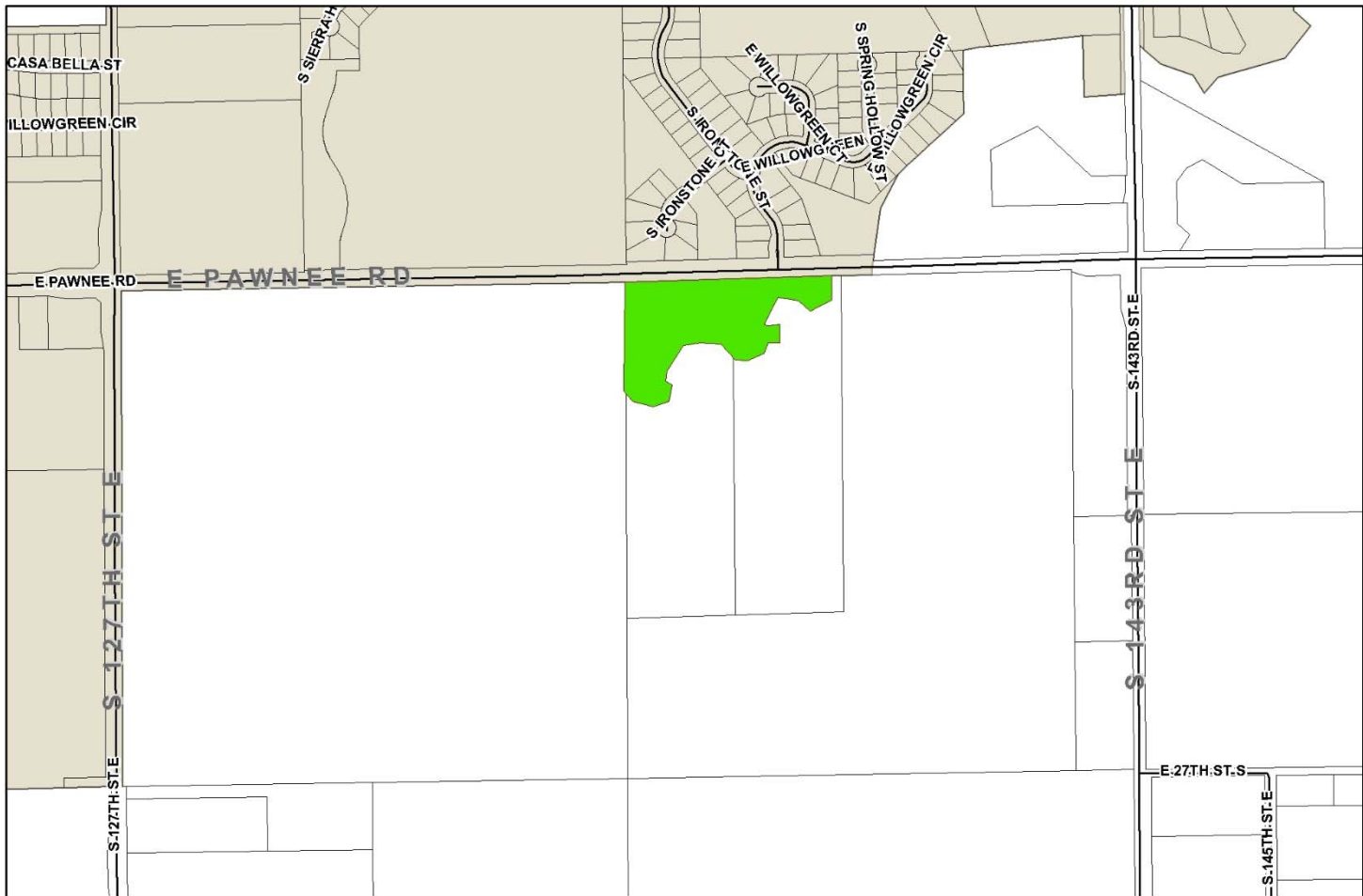
Attachments: Map Sheet
Resolution

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Generally located south of Pawnee Road, approximately one-half mile east of 127th Street East

Address:	n/a	Reason(s) for Annexation:
8.9	Area in Acres	X Request
0	Existing population (est.)	Unilateral
0	Existing dwelling units	Island
0	Existing industrial/commercial units	Other:

Existing zoning:	SF-20 Single-Family Residential and MF-18 Multi-Family Residential
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ANNEXATION AREA

WICHITA

UNINCORPORATED SEDGWICK COUNTY



Software: ArcGIS
Map Data Sources:
City of Wichita
Sedgwick County
Prepared: 2/9/09
It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

RESOLUTION NO. 16-426

A RESOLUTION OF THE CITY OF WICHITA, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body of the City of Wichita, Kansas hereby finds that a request for annexation of the following described land has been presented to it by the following property owners.

All of Lots 1, 2, 3, 4, 5, and 6, Block A, Rocky Ford Industrial Park, Sedgwick County, Kansas, together with all of Reserve "A" in said Rocky Ford Industrial Park, located in the NW ¼ of Section 8, Township 28 South, Range 2 East, AND That part of 33rd Street South located in said Rocky Ford Industrial Park.

Property Location - Approximately one-quarter mile south of 31st Street South on the east side of Rock Road

Property PIN Numbers - 00584704, 00584705, 00584706, 00584707, 00584708, 00584709, and 00584711

Property Owner - 31st South Rock Investments LLC

The governing body further finds that the above-described properties adjoin land within the boundaries of the City of Wichita and the intervening territory has not been annexed. The governing body further finds that such annexation, at the request of the property owner, is advisable, desirable, and beneficial and in the interest of the public.

SECTION 2. The City of Wichita, Kansas hereby respectfully requests that the Board of County Commissioners of Sedgwick County, Kansas find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas, all as provided in K.S.A. 12-520c.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, THIS 1st day of November, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney & Director of Law

City of Wichita
City Council Meeting
November 1, 2016

TO: Mayor and City Council

SUBJECT: A16-06: Stephen G. and Sally E. Miller request the Annexation of Lands Generally Located South of East Pawnee Road, Approximately One-Half Mile East of South 127th Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex approximately 8.9 acres of land generally located south of Pawnee Road, approximately one-half mile east of 127th Street East. The annexation area is bordered by property located within the City of Wichita's incorporated area to the north.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 8.9 acres zoned SF-20 Single-Family Residential and MF-18 Multi-Family Residential and is undeveloped. On August 18, 2016, the Wichita-Sedgwick County Metropolitan Area Planning Commission approved the Clear Ridge Townhomes Addition (SUB2016-00025) for the subject property. The Clear Ridge Townhomes Addition creates one lot for the development of a single-family residence and one lot for the development of 39 townhomes. The adjacent properties to the north are zoned SF-5 Single Family Residential and are being developed with single-family residences. The adjacent properties to the south east, and west are zoned SF-20 Single-Family Residential and are used for agriculture.

Public Services: The conditions of the Clear Ridge Townhomes Addition require a guarantee to extend water and sanitary service for the site and a payment in-lieu-of-assessment for water transmission lines.

Street System: The annexation area abuts Pawnee Road, a two-lane arterial street. The Clear Ridge Townhomes Addition permits two access points to Pawnee Road.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 20 at 2255 South Greenwich Road. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 South Edgemoor Street.

Parks: The nearest park is W.B. Harrison Park at 1300 South Webb Road, located approximately three miles northwest of the subject property. The Parks, Recreation and Open Space Plan identifies a Proposed Park Target Area in the immediate vicinity of the subject property.

School District: The annexation property is part of Unified School District 259 (Wichita School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2035 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$3,620 with a total assessed value of \$1,086. Using the current City levy (\$32.686/\$1000 x assessed valuation), this property would yield approximately \$36 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to construct one single-family residence and 39 townhomes at an estimated appraised value after completion of \$8.3 million. Assuming the current City levy remains about the same, this would yield approximately \$31,199 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

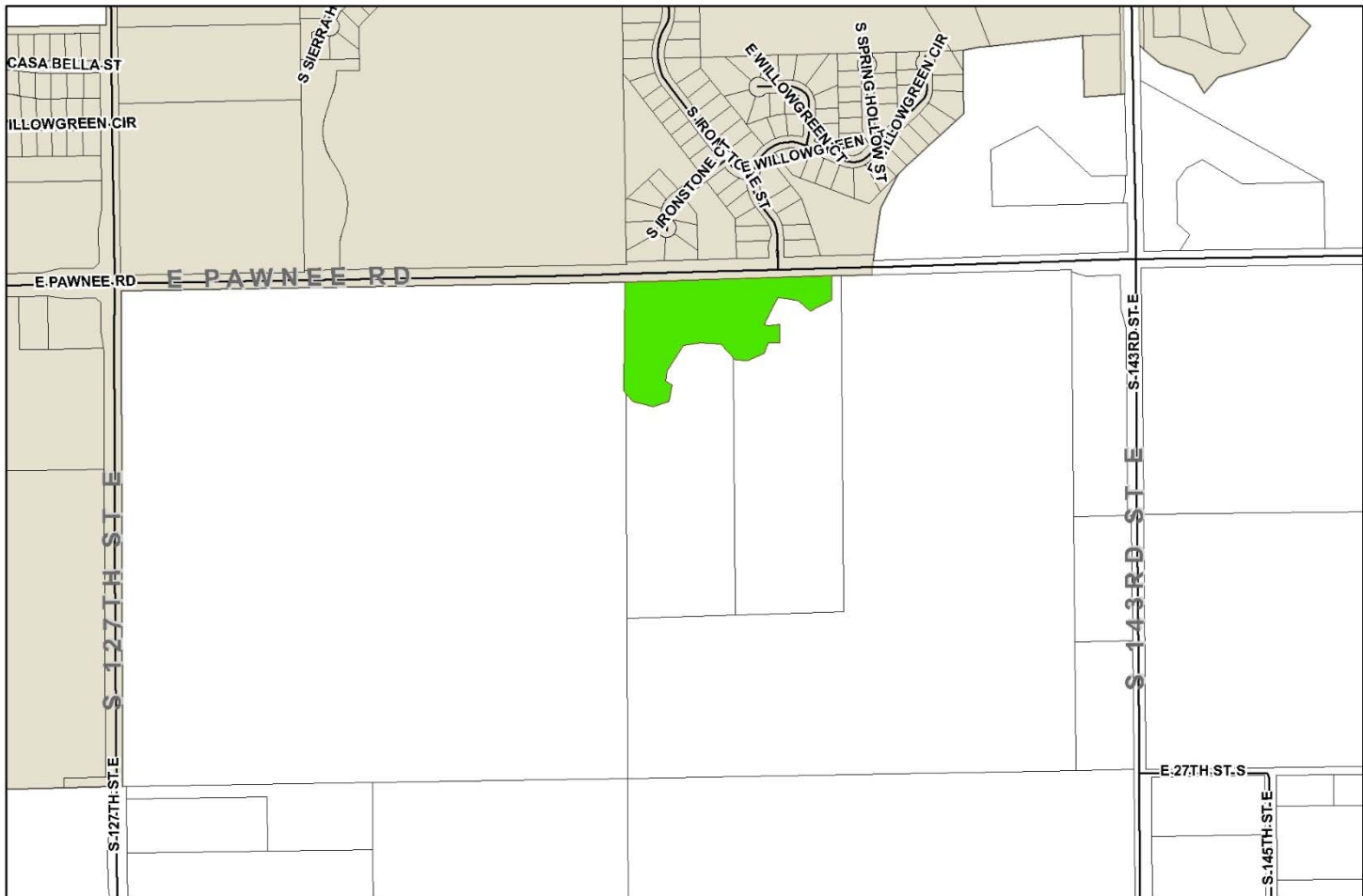
Attachments: Map Sheet
Ordinance

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Generally located south of Pawnee Road, approximately one-half mile east of 127th Street East

Address:	n/a	Reason(s) for Annexation:
8.9	Area in Acres	<input checked="" type="checkbox"/> Request
0	Existing population (est.)	<input type="checkbox"/> Unilateral
0	Existing dwelling units	<input type="checkbox"/> Island
0	Existing industrial/commercial units	<input type="checkbox"/> Other:

Existing zoning:	SF-20 Single-Family Residential and MF-18 Multi-Family Residential
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ANNEXATION AREA

WICHITA

UNINCORPORATED SEDGWICK COUNTY



Software: ArcGIS
Map Data Sources:
City of Wichita
Sedgwick County
Prepared: 2/9/09
It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

(15004) PUBLISHED IN THE WICHITA EAGLE ON November 11, 2016

ORDINANCE NO. 50-352

**AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A16-06)**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

That part of the NE1/4 of Sec. 2, T28S, R2E of the 6th P.M., Sedgwick County, Kansas, described as beginning at the Northwest corner of said Northeast Quarter; thence N88°20'48"E along the north line of said Northeast Quarter, 1069.46 feet; thence S00°57'01"E, 144.68 feet; thence S61°04'33"W, 127.04 feet; thence N49°24'33"W, 83.09 feet; thence N80°53'30"W, 105.18 feet; thence S26°07'35"W, 156.10 feet; thence S67°38'35"E, 17.97 feet; thence N82°45'26"E, 63.00 feet; thence S01°23'47"E, 97.00 feet; thence S88°20'54"W, 59.00 feet; thence S22°12'37"W, 58.00 feet; thence S65°15'47"W, 91.00 feet; thence N88°16'44"W, 67.00 feet; thence N43°20'01"W, 109.00 feet; thence N86°13'40"W, 104.00 feet; thence S79°25'36"W, 92.00 feet; thence S31°32'56"W, 157.00 feet; thence S06°21'10"W, 49.00 feet; thence S55°46'30"E, 40.00 feet; thence S08°51'42"W, 86.00 feet; thence S71°00'07"W, 88.00 feet; thence N75°31'38"W, 109.00 feet; thence N42°01'22"W, 71.00 feet to the west line of said NE1/4; thence N00°14'00"W along said west line, 601.40 feet to the place of beginning, EXCEPT that part designated as Pawnee Road.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this November 8, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, City Attorney & Director of Law